



# भारत का राजपत्र

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No. 19] NEW DELHI, MAY 2—MAY 8, 2010, SATURDAY/VAISAKHA 12—VAISAKHA 18, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृष्ठक संकलन के रूप में रखा जा सके।  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

### विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 26 अप्रैल, 2010

का.आ.1167.—केन्द्रीय सरकार दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 25 की उपधारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अधिवक्ताओं, अर्थात् :—

- |                            |                             |
|----------------------------|-----------------------------|
| (i) श्री अजीत इनामदार      | 22 अगस्त, 2009 से प्रभावी;  |
| (ii) श्री आर.के. पाठक      | 22 अगस्त, 2009 से प्रभावी;  |
| (iii) श्री राजेश देसाई     | 27 मई, 2009 से प्रभावी;     |
| (iv) श्री देवदास ए, अरोसकर | 12 दिसंबर, 2009 से प्रभावी; |
| (v) श्री एन. नटराजन        | 15 अप्रैल, 2009 से प्रभावी; |

की बृहत्तर मुंबई में महानगर मजिस्ट्रेट न्यायालयों और विशेष न्यायालयों में भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय या अपनी पर्याय हैसियत में कार्यरत केन्द्रीय सरकार के विभाग के किसी अधिकारी द्वारा या उसके विरुद्ध सभी दांडिक मामलों का संचालन करने के प्रयोजन के लिए, इस शर्त के अध्यधीन कि ऊपर उल्लिखित अधिवक्ता केन्द्रीय सरकार या केन्द्रीय सरकार के किसी अधिकारी या केन्द्रीय सरकार के किसी विभाग के विरुद्ध किसी दांडिक मामले में बृहत्तर मुंबई में किसी महानगर मजिस्ट्रेट न्यायालय और किसी विशेष

न्यायालय में उपसंजात नहीं होंगे, सहायक लोक अभियोजक के रूप में नियुक्ति की अवधि का तीन बर्ष की अवधि के लिए, या आगे आदेश होने तक, इनमें से जो भी पहले हो, विस्तार करती है।

[फा. सं. 23(3)/2010-न्यायिक]

अशोक कुमार, अपर विधि सलाहकार

### MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 26th April, 2010

S.O. 1167.—In exercise of the powers conferred by sub-section (1A) of Section 25 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby extends the term of appointment of following advocates:—

- |                             |  |
|-----------------------------|--|
| (i) Shri Ajit Inamdar       | With effect from 22nd day of August, 2009;       |
| (ii) Shri R.K. Pathak       | With effect from 22nd day of August, 2009;       |
| (iii) Shri Rajesh Desai     | With effect from 27th day of May, 2009;          |
| (iv) Shri Devdas A. Aroskar | With effect from 12th day of December, 2009; and |
| (v) Shri N. Natrajan        | With effect from 15th day of April, 2009;        |

as Assistant Public Prosecutors for the purpose of conducting all criminal cases by or against the Union of India or any Department or Office of the Central Government or any Officer of the Central Government Department acting in his official capacity in the Metropolitan Magistrate Courts and Special Court in Greater Mumbai for a period of three years or until further orders, whichever is earlier, subject to the condition that the above mentioned advocates shall not appear in any criminal case in any Metropolitan Magistrate Courts and Special Court in Greater Mumbai against the Central Government or any officer of the Central Government or against any Department of the Central Government.

[F. No.23(3)/2010-Judl.]

ASHOK KUMAR, Addl. Legal Adviser

### कार्यिक, स्लोक शिकायत तथा पेंशन मंत्रालय

(कार्यिक और प्रशिक्षण विभाग)

नई दिल्ली, 27 अप्रैल, 2010

**का.आ. 1168.**—केन्द्रीय सरकार एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राष्ट्रीय राजधानी क्षेत्र दिल्ली में दिल्ली विशेष पुलिस स्थापना द्वारा संस्थापित मामलों के संबंध में केन्द्रीय अन्वेषण व्याये द्वारा सौंपे गए कार्य के संबंध में किंवित द्वारा स्थापित पुनरीक्षण अथवा अपीलीय न्यायालयों में इन मामलों के परीक्षण न्यायालयों तथा अपील/उन्नीक्षण या उन मामलों से उद्भूत अन्य मामलों के अभियोजन का विवरण करने के लिए श्री ए.के. त्रिपाठी, एडवोकेट को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/12/2010-ए. बी. डी.-II]

मुकेश चतुर्वेदी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 27th April, 2010

**S.O. 1168.**—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri A. K. Tripathi, Advocate as Special Public Prosecutor for conducting the prosecution of case No. RC SIB2008 E 0008-EOU-V, New Delhi in the Court of Special Judge (Gangster Act Cases), Allahabad (Uttar Pradesh) and appeals/revisions or other matter arising out of these cases in revisional or appellate courts established by law.

[No. 225/12/2010-AVD-II]

MUKESH CHATURVEDI, Under Secy.

नई दिल्ली, 27 अप्रैल, 2010

**का.आ. 1169.**—केन्द्रीय सरकार एतद्द्वारा अपारद्य प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राष्ट्रीय राजधानी क्षेत्र दिल्ली में दिल्ली विशेष पुलिस स्थापना द्वारा संस्थापित मामलों के संबंध में केन्द्रीय अन्वेषण व्याये द्वारा सौंपे गए कार्य के संबंध में किंवित द्वारा स्थापित पुनरीक्षण अथवा अपीलीय न्यायालयों में इन मामलों के परीक्षण न्यायालयों तथा अपील/उन्नीक्षण या उन मामलों से उद्भूत अन्य मामलों के अभियोजन का विवरण करने के लिए श्री ए.के. त्रिपाठी, एडवोकेट को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/24/2009-ए.बी.डी.-II (भा. 1)]

मुकेश चतुर्वेदी, अवर सचिव

New Delhi, the 27th April, 2010

**S.O. 1169.**—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Ms. Shilpa Singh, Advocate as Special Public Prosecutor for conducting the prosecution of cases instituted by the Delhi Special Police Establishment (CBP) in the National Capital Territory of Delhi as entrusted to them by the Central Bureau of Investigation in the trial courts and appeals/revisions or other matter arising out of these cases in revisional or appellate courts established by law.

[No. 225/24/2009-AVD-II (Pt.I)]

MUKESH CHATURVEDI, Under Secy.

कार्यालय, मुख्य आयकर आयुक्त

जोधपुर, 26 अप्रैल, 2010

**का.आ. 1170.**—आयकर अधिनियम 1961 (1961 का 43वां) की धारा 10(23ग) के खण्ड (vi) के साथ पठित आयकर नियमायली, 1962 के नियम 2ग ए द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पुरुष आयकर आयुक्त, जोधपुर एतद्द्वारा सेक्रेड हर्ट एन्ड क्लैशल एफड चेरिटेबल सोसायटी, श्रीगंगानगर को उक्त धारा के प्रयोगनार्थ निर्धारण वर्ष 2008-09 से आगे तक निम्नलिखित शर्तों के अधीन अनुरोदित करते हैं :—

1. कर निर्धारिती उसकी आय का प्रयोग अथवा उसकी आय का प्रयोग करने के लिए उसका संचयन पूर्णतः तथा अनन्त : उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई।
2. कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक दो अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा।

3. यह आदेश किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तकाएं नहीं रखी जाती हों।
4. कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्रधिकारी के समक्ष फाइल करेगा।
5. विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसंपत्तियाँ समान उद्देश्यों वाले धर्माधर्थ संगठन को दे दी जाएंगी और उसका कोई भी भाग संस्थान के किसी सदस्य को नहीं दिया जाएगा।
6. यह अधिसूचना तब तक जारी रहेगी जब तक इसे बापस न लिया जाय।

[अधिसूचना सं. 01/ 2010-2011 संदर्भ सं.-मु.आ.आ./आ.अ.  
(तक.)/जोध/2010-11/324]

दिलीप शिवपुरी, मुख्य आयकर आयुक्त

### OFFICE OF THE CHIEF COMMISSIONER OF INCOME-TAX

Jodhpur, the 26th April, 2010

S.O. 1170.—In exercise of the powers conferred by clause (vi) of Section 10(23C) of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962, I, the Chief Commissioner of Income Tax, Jodhpur hereby approve "SACRED HEART EDUCATION & CHARITABLE SOCIETY, SRIGANGANAGAR" for the purpose of the said Section for the assessment year 2008-09 onward, Subject to the following conditions:—

1. the assessee will apply its income, or accumulate for application wholly and exclusively to the objects for which it is established;
2. the assessee will not invest or deposit its funds (other than voluntary contribution received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
3. this order will not apply in relation to any income being profits and gain of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
4. the assessee will regularly file its return of income before the income-tax authority in accordance with the provisions of Income-tax Act, 1961;
5. that in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives and no part of the same will go to any of the members of the Institution.

6. This notification will remain in force until it is withdrawn.

[Notification No. 01/2010-11 Ref. No. CCIT/ITO/(Tech.)/Ju/2010-11/324]

DILEEP SHIVPURI, Chief Commissioner of IncomeTax

### वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली 27 अप्रैल, 2010

का.आ. 1171.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केंद्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5A और 5D के साथ पठित आयकर अधिनियम, 1961 (उक्त नियमावली) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2009-2010 बॉन फाउंडेशन ट्रस्ट (बॉन फाउंडेशन मेडिकल रिसर्च सेन्टर), मुम्बई को निम्नलिखित शर्तों के अधीन अंशिक रूप से अनुसंधान कार्यकलापों में लगे 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है नामतः—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान को जारी रखेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त धनराशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि को उसमें दर्शाएगा तथा उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षत्रियाधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की गति प्रस्तुत करेगा।
2. केंद्र सरकार यह अनुमोदन बापस ले लेगी यदि अनुमोदित संगठन:—

  - (क) पैराग्राफ 1 उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
  - (ख) पैराग्राफ 1 उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा

- (ग) पैराग्राफ । के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त हर एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य कलाप करने नहीं कर देगा अथवा इसके अनुसंधान कार्य कलाप को जाप्यज नहीं पाया जाएगा; अथवा
- (ङ.) उक्त नियमावली के नियम 5ग और 5ड. के साथ पठिया उक्त अधिनियम की धारा 35 की उप-धारा (1) के छंटा (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 31/2010/F. No. 203/147/2009-आ.क.नि.-II]

अजय गोयल, निदेशक (आ.क.नि.-II)

### MINISTRY OF FINANCE

#### (Department of Revenue)

#### (Central Board of Direct Taxes)

New Delhi, the 27th April, 2010

**S.O. 1171.**—It is hereby notified for general information that the organization **Baun Foundation Trust (Baun Foundation Medical Research Centre), Mumbai** has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment year 2009-10 onwards in the category of 'other Institution' partly engaged in research activities subject to the following conditions, namely:

- (i) The sums paid to the approved organization shall be utilized for scientific research;
  - (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
  - (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such Books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
  - (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement, duly certified by the auditor shall accompany the report of audit referred to above.
2. The Central Government shall withdraw the approval if the approved organization :—
- (a) fails to maintain separate books of accounts referred to in paragraph (iii) of paragraph 1; or

- (b) fails to furnish its audit report to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 31/2010/F. No. 203/147/2009/ITA-II]

AJAY GOYAL, Director (ITA-II)

ई दिल्ली 27 अप्रैल, 2010

का.आ. 1172.—लर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केंद्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड. व साथ पठिया उक्त अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के छंटा (iii) के प्रयोजनार्थ का नियांरण वर्ष 2007-2008 से आगे जैव विद्या भारती, लाडनू, नागौर का निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात्:—

- (i) अनुमोदित संगठन की प्राप्त राशि का उपयोग सामाजिक विज्ञान में अनुसंधान के लिए किया जाएगा;
  - (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित लोगों के आधार पर सामाजिक विज्ञान में अनुसंधान अथवा सांख्यिकीय अनुसंधान करेगा;
  - (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता यही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उपधारा (2) के स्पष्टीकरण में यथा परिभाषित कियी लेखाकार से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उपधारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत निधि तक ऐसे लेखाकार द्वारा सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयकर अथवा आयकर निदेशक को प्रस्तुत करेगा;
  - (iv) अनुमोदित संगठन सामाजिक विज्ञान में अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।
2. केंद्र सरकार यह अनुमोदित वापस ले जानी वाले समुदायित संगठन:—
- (क) पैराग्राफ । के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा

- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी सेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- i) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित सामाजिक विज्ञान में अनुसंधान अथवा सांख्यिकीय अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
  - (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जारी नहीं धारा जाएगा; अथवा
  - (ड.) उक्त नियमावली के नियम 5ग और 5द के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (iii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 30/2010/फा. सं. 203/66/2009—आ.क.नि.—II]

अजय गोयल, निदेशक (आ.क.नि.—II)

New Delhi, the 27th April, 2010

S.O. 1172.—It is hereby notified for general information that the organization **Jain Vishva Bharati, Ladnun, Nagaur** has been approved by the Central Government for the purpose of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from **Assessment year 2007-2008 onwards** in the category of '**other Institution**' partly engaged in research activities subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for research in social sciences;
- (ii) The approved organization shall carry out research in social science or statistical research through its faculty members or its enrolled students;

- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit only signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, before the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
  - (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for research in social and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.
2. The Central Government shall withdraw the approval if the approved organization—
    - (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
    - (b) fails to furnish its audit report to in sub-paragraph (iii) of paragraph 1; or
    - (c) fails to furnish its statement of the donations received and sums applied for research in social science or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
    - (d) ceases to carry on its research activities or its research activities are not found to be genuine, or
    - (e) ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 30/2010/F. No. 203/66/2009-ITA-II]

AJAY GOYAL, Director (ITA-II)

(आर्थिक कार्य विभाग)

नई दिल्ली 27 अप्रैल, 2010

का.आ. 1173.—वित्त मंत्रालय आर्थिक कार्य विभाग की तारीख 5 जून, 2009 की समसंख्यक अधिसूचना ने आंशिक संशोधन करते हुए, वित्त मंत्रालय, आर्थिक कार्य विभाग के निम्नलिखित अधिकारी को उनके नाम के समक्ष उल्लिखित प्रभाग के केंद्रीय लोक सूचना अधिकारी के रूप में नमित किया जाता है:

क्र. सं.	नाम	पदनाम	निम्नलिखित अधिकारी के स्थान पर	संबंधित विषय
I.	श्रीमती नीलम बोहरा	अवर सचिव प्रशा. 1(क)	श्री वी. रामकुमार	श्री रामकुमार की अनुपस्थिति के दौरान प्रशा. 1(क) II रोकड़ शाखा, सेखा एवं बजट अनुभाग और वित्त पुस्तकालय

[फा. सं. 1/1/2005-आरटीआई]  
एस.कनकाम्बरन, अवर सचिव



नई दिल्ली, 23 अप्रैल, 2010

**का. आ. 1176.**—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) (क) के अनुसरण में तमिलनाडु सरकार का प्रतिनिधित्व करने हेतु डॉ. सी. वी. भीरमानंदम को दिनांक 24-03-2005 से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया था।

जबकि भारतीय आयुर्विज्ञान परिषद् ने सूचना दी है कि आई एम सी अधिनियम, 1956 की धारा 3 (1) (क) के अंतर्गत तमिलनाडु सरकार का प्रतिनिधित्व करने वाले डॉ. सी. वी. भीरमानंदम ने केन्द्रीय सरकार का प्रतिनिधित्व करने के लिए आई एम सी अधिनियम, 1956 की धारा 3(1) (इ) के अंतर्गत भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में उनके नामांकन के कारण दिनांक 28-2-2010 से भारतीय आयुर्विज्ञान परिषद् की सदस्यता से त्यागपत्र दे दिया था। अतः तमिलनाडु सरकार का प्रतिनिधित्व करने वाले डॉ. सी. वी. भीरमानंदम की भारतीय आयुर्विज्ञान परिषद् की सदस्यता समाप्त हो गई है।

इसलिए अब, उक्त अधिनियम की धारा 5 की उप-धारा (2) के उपबंध के अनुसरण में तमिलनाडु सरकार का प्रतिनिधित्व करने वाले डॉ. सी. वी. भीरमानंदम की भारतीय आयुर्विज्ञान परिषद् की सदस्यता को दिनांक 28-2-2010 से समाप्त हुआ समझा जाएगा।

[संख्या वी-11013/6/2010-एम्स(नीति-I)]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 23rd April, 2010

**S.O. 1176.**—Whereas in pursuance of the provision of sub-section (1) (a) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. C. V. Bhirmanandam was elected as a member of the Medical Council of India representing Government of Tamil Nadu with effect from 24-03-2005.

Whereas the Medical Council of India has informed that Dr. C. V. Bhirmanandam who is representing Government of Tamil Nadu under Section 3 (1)(a) of IMC Act, 1956 had resigned from Medical Council of India's membership with effect from 28-02-2010 due to his nomination as member, Medical Council of India under Section 3(1)(e) of IMC Act, 1956 representing the Central Government. Therefore, Dr. C. V. Bhirmanandam has ceased to be a member of Medical Council of India representing Government of Tamil Nadu.

Now, therefore, in pursuance of the provision of sub-section (2) of Section 5 of the said Act, Dr. C.V. Bhirmanandam shall be deemed to have ceased to be member of the Medical Council of India representing Government of Tamil Nadu with effect from 28-02-2010.

[No. V-11013/6/2010-ME (Policy-I)]

ANITA TRIPATHI, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 15 अप्रैल, 2010

**का. आ. 1177.**—इस मंत्रालय की दिनांक 10-11-2009 की समसंख्यक अधिसूचना के क्रम में तथा चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 एवं 8 के साथ पठित चलचित्र अधिनियम, 1952

(1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार श्री केसोरेड्डी वेंकट शिव रेड्डी, डॉ. नं. 4-5-27/5, तीसरी लेन, दूसरा कॉस रोड, विद्यानगर, रिंग रोड, गूदूर-522 007 को तत्काल प्रभाव से 2 बर्बादी की अवधि के लिए अथवा आगले आदेश होने तक, इनमें से जो भी पहले घटित हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल का सदस्य नियुक्त करती है।

[फा. सं. 809/3/2009-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

## MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 15th April, 2010

**S.O. 1177.**—In continuation of Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Kesireddy Venkata Siva Reddy, D, No. 4-5-27/5, 3rd Lane, 2nd Cross Road, Vidyanaagar, Ring Road, Guntur-522007 as a member of the Hyderabad Advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/3/2009-F(C)]

AMITABH KUMAR, Director (Films)

नई दिल्ली, 26 अप्रैल, 2010

**का. आ. 1178.**—इस मंत्रालय की दिनांक 10-11-2009 की समसंख्यक अधिसूचना के क्रम में तथा चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 एवं 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार श्री सुरेन्द्र सिंह पंवार, 212, शाहपुर जट, नई दिल्ली-110 049 को तत्काल प्रभाव से 2 बर्बादी की अवधि के लिए अथवा आगले आदेश होने तक, इनमें से जो भी पहले घटित हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के मुम्बई सलाहकार पैनल का सदस्य नियुक्त करती है।

[फा. सं. 809/7/2009-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

New Delhi, the 26th April, 2010

**S.O. 1178.**—In continuation of Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Surender Singh Panwar, 212, Shahpur Jat, New Delhi-110 049 as a member of the Mumbai Advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/7/2009-F(C)]

AMITABH KUMAR, Director (Films)

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 26 अप्रैल, 2010

का. अ. 1179.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एवं दूसरे अधिभूतित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

## अनुसूची

क्रम सं	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भागांश भाग	अनुसूची	वर्ष	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7995617	01-01-2010	मेसर्स दिपशीला इन्डस्ट्रीज प्लॉट क्र. 29 और 30 अचलपुर को-ऑपरेटिव इन्डस्ट्रीअल इस्टेट, विशिष्टी अमरावती रोड, अचलपुर, जिला अमरावती, महाराष्ट्र-444 806	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा) विशिष्टी	14543	-	-	2004
2.	7996215	01-01-2010	मेसर्स प्रोवेस इन्डस्ट्रीज प्लॉट क्र. 134, अमर ज्योति नगर, नारा रोड, भीम चौक, नागपुर, महाराष्ट्र-440 014	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा) विशिष्टी	14543	-	-	2004

[सं. सी. एम. डी/13:11]

सी. क. महेश्वरी, वैज्ञानिक 'जी' प्रमाणन

## MINIST. / OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 26th April, 2010

S.O. 1179.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :—

## SCHEDEULE

Sl. No.	Licences No. CM/L-	Grant Dated	Name of address of the Licensee	Title of the Standard	IS No.	Part	Sec	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7995617	01-01-2010	M/s. Deepsheela Industries, Plot No. 29 & 30, Achalpur Co-Operative Industrial Estate, Amrawati Road, Achaipur Distt. Amravati Maharashtra-444 806	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004
2.	7996215	01-01-2010	M/s. Prowess Industries, Plot No. 134, Amar Jyoti Nagar, Nara Road, Bhim Chowk, Nagpur, Maharashtra-440 014	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004

[No. CMID/13:11]

C. K. MAHESHWARI, Sc. "G" (Certification)

नई दिल्ली, 26 अप्रैल, 2010

का. आ. 1180.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

## अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भासासं. भाग	अनुभाग	वर्ष	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3602245	29-01-2010	मैसर्स नितिन ज्वैलस, 230, मेन बाजार, देहू रोड, जिला पुणे-412 101 महाराष्ट्र।	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	1417	-	-	1999
2.	3602346	29-01-2010	मैसर्स नैन चंद देवचंद शाह, 805, सर्फ़ बाजार, मिरज तालुका, जिला सांगली-416 416 महाराष्ट्र।	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	1417	-	-	1999
3.	3604148	05-02-2010	मैसर्स सहारा एग्रो प्रा. लि., गट सं. 481, एट बालुंजनगर, पीओ लोणी (धामणी), तालुका आम्बेगांव, जिला पुणे-410 510 महाराष्ट्र।	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
4.	3605857	09-02-2010	मैसर्स यूनीवर्सल केबल्स एंड वायर इण्डस्ट्रीज, सं. नं. 110/1/1, राहतानी, कालेवाडी, जिला पुणे-411 017 महाराष्ट्र।	पीवीसी इंशुलेटेड केबल्स 1100 बोल्ट तक और सहित कार्यकारिता	694	-	-	1990
5.	3606253	09-02-2010	मैसर्स सुमेधा कांक्रीट प्रोडक्ट्स, गट सं. 370, भिलारेवाडी, ए/पी नसरापुर, तालुका भोर, जिला पुणे-412 213, महाराष्ट्र।	प्रीकास्ट कांक्रीट पाइप्स (प्रबलन सहित और रहित)	458	-	-	2003
6.	7972908	09-02-2010	मैसर्स श्रीहरि एग्रो प्रोडक्ट्स, गट सं. 39 ए/पी, लाडेवाडी, पिंगलेवाडी (नारोडी), तालुका आम्बेगांव, जिला पुणे-410 503, महाराष्ट्र।	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
7.	7980503	10-02-2010	मैसर्स हरिहर इण्डस्ट्रीज, मिलकर नं. 580, एट पोस्ट तारुख, तालुका कराड, जिला सतारा-415 103 महाराष्ट्र।	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
8.	3607962	18-02-2010	मैसर्स फूलचंद ज्वैलर्स, दुकान नं. 9, अशोक विजय कॉम्प्लेक्स, 326, एम जी रोड, जिला पुणे-411 001 महाराष्ट्र।	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	1417	-	-	1999
9.	3608358	22-02-2010	मैसर्स सुमित ज्वैलर्स् 621, गणेश पेठ, जिला पुणे-411002 महाराष्ट्र।	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	1417	-	-	1999
10.	3608964	22-02-2010	मैसर्स ललित पॉलिमर्स एंड इलैक्ट्रॉनिक्स लिमिटेड, डी-2, एमआईडीसी, इंडस्ट्रीयल एरिया, जेजुरी गांव, तालुका पुरंदर, जिला पुणे-412 303 महाराष्ट्र।	प्रौद्योगिक जल आपूर्ति के प्रोड्यूस के लिए प्रबलित प्लास्टिक गॉस फाइबर के (जीआरपी) पाइपः जोड़ और फिटिंग्स	12709	-	-	1994
11.	3609360	24-02-2010	मैसर्स बोथरा एग्रो इक्युपर्मेंट्स प्रा. लि., बी-16, एमआईडीसी, जिला अहमदनगर-414 111, महाराष्ट्र।	सिंचाई उपकरण-इमीटिंग पाइप सिस्टम	13488	-	-	2008

[ सं. सीएमडी 13 : 11 ]

सी. के. महेश्वरी, वैज्ञानिक 'जी' (प्रमाणन)

New Delhi, the 26th April, 2010

**S.O. 1180.—**In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :—

**SCHEDULE**

Sl. No.	Licence No.	Grant Date (3)	Name & address of the Party (4)	Title of the Standard (5)	IS No.	Part (6)	Sec (7)	Year (8)	(9)
1.	3602245	29-01-2010	M/s. Nitin Jewellers, 230, Main Bazar, Dehu Road, District Pune-412 101 Maharashtra.	Gold and gold alloys, jewellery/artefacts-fineness and marking	1417	-	-	1999	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	3602346	29-01-2010	M/s. Nanchand Devchand Shah, 805, Saraf Bazar, Miraj (Tq), District Sangli-416 416 Maharashtra.	Gold and gold alloys, jewellery/artefacts-fineness and marking	1417	-	-	1999
3.	3604148	05-02-2010	M/s. Sahara Agro Pvt. Ltd., Gat No. 481, At Walunjnagar, PO Loni (Dhamni), Taluka Ambegaon, Distt Pune-410 510, Maharashtra.	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004
4.	3605857	09-02-2010	M/s. Universal Cables & Wire Industries, S. No. 110/1/1, Rahatani, Kalewadi, Distt Pune-411 017 Maharashtra.	PVC insulated cables for working voltages upto and including 1100 V	694	-	-	1990
5.	3606253	09-02-2010	M/s. Sumedha Concrete Products, Gat No. 370, Bhilarewadi, A/P Nasrapur, Taluka Bhor, Distt Pune-412 213 Maharashtra.	Precast concrete pipes (with and without reinforcement)	458	-	-	2003
6.	7972908	09-02-2010	M/s. Shreehari Agro Products, Gat No. 39, A/P Landewadi-Pinglewadi (Narodi), Taluk Ambegaon, Distt Pune-410 503 Maharashtra.	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004
7.	7980503	10-02-2010	M/s. Harihar Industries, Milkat No. 580, At Post Tarukh, Taluka Karad, Distt Satara-415 103, Maharashtra.	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	-	-	2004
8.	3607962	18-02-2010	M/s. Fulchand Jewellers, Shop No. 9, Ashok Vijay Complex, 326, M.G. Road, Pune-411 001, Maharashtra.	Gold and gold alloys, jewellery/artefacts-fineness and marking	1417	-	-	1999
9.	3608358	22-02-2010	M/s. Sumeet Jewellers, 621, Ganesh Peth, Pune-411 002, Maharashtra.	Gold and gold alloys, jewellery/artefacts-fineness and marking	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
10.	3608964	22-02-2010	M/s. Lalit Polymers & Electronics Ltd., D-2, MIDC Indl. Area, Jejuri Village, Taluka Purandar, District Pune-412 303 Maharashtra.	Glass fibre reinforced plastic (GRP) pipes joints and fittings for use for potable water supply	12709	-	-	1994
11.	3609360	24-02-2010	M/s. Bothara Agro Equipments Pvt. Ltd., B-16, MIDC, District Ahmednagar-414 111 Maharashtra.	Irrigation equipment-emitting pipe system	13488	-	-	2008

[No. C.M.D./13/1]

C. K. MAHESHWARI, Sc. "G" (Certification)

नई दिल्ली, 26 अप्रैल, 2010

का. अ. 1181.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक व्यूरो एवं द्वाग्राम ५०% स्वीकृत करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

## अनुसूची

ब्रम्ह सं.	स्वीकृत करने की लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भासासं. भाग	अनु.	वर्ष			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	सोएम/एट- 6992101	श्री कांताराम सेट्टी एंड संस ज्वेलर्स, नं. 940, बाजार स्ट्रीट, नंजनगूड, मैसूर, कर्नाटक-571 301	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भासा	1417	-	-	1999
2.	सोएम/एन- 6992302	टी. बी. रेवंकर ज्वेलर्स, रेवंकर कॉर्नर, ब्रॉडवे, हुबली, जिला-धारवाड़, कर्नाटक-580 020	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भासा	1417	-	-	1999
3.	सोएम/एफ- 6992501	ए. सोना ज्वेलर्स, नं. 32/1, आर. टी. स्ट्रीट, बंगलौर अरबन, बंगलौर, कर्नाटक-560 063	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भासा	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	सीएम/एल-	02-12-2009 6992606	महावीर ज्वेलर्स, नं. 30, होनाप्पा कॉम्प्लेक्स, मागडी मेन रोड, जैमुनी राष सर्कल, ए दासराहल्ली, बैंगलौर अरबन, बैंगलौर, कर्नाटक-560 079	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भारा	1417	-	1999
5.	सीएम/एल	02-12-2009 6992707	चंदन जेवर, 145/एफ, 5-6, पहली मॉन्ट, रामनाथ मैंशन, एक्वेन्यू रोड, बैंगलौर, कर्नाटक-560 002	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भारा	1417	-	1999
6.	सीएम/एल-	02-12-2009 699280	वधमान ज्वेलर्स, नं. 3, एम. जी. एस. रोड, ए.एस.आर.टी.सी. बस स्टैण्ड, नंजनगूड, बैंगलौर, कर्नाटक-571 301	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भारा	1417	-	1999
7.	साएम/एल-	04-12-2009 6994610	स्ना सीमेट्स (यादवाड) लिमिटेड, पॉर्टलंड याजलना एस्ट पार्ट । सर्वे नं. 251, यादवाड बिल्डिंग गाकाक तालुक, बेलगाम, कर्नाटक-591 136	फ्लाइटेश	भारा	1489	1	1991
8.	सीएम/एल-	04-12-2009 6998820	स्मृति इरिगेशन एक्यूपमेंट, बी-61, दूसरा क्रॉस, तीसरी स्टेज, पाईप्स फॉर इरिगेशन लेट्रेल्स पीन्या इंडस्ट्रियल एस्टेट, बैंगलौर अरबन, बैंगलौर, कर्नाटक-560 058	इरिगेशन एक्यूपमेंट-पोलिथिलिन	भारा	12780	-	1989
9.	सीएम/एल-	09-12-2009 6996216	स्पा अक्वाटेक इंडिया प्राइवेट लिमिटेड, नं. 1, बेगूर हाइट्स बिल्डिंग, बेगूर कोप्पा रोड, नियर नाइस रोड, बेगूर पोस्ट, बैंगलौर-560 068 बैंगलौर अरबन, कर्नाटक	पैकेजबंद पगल (पैकेजबंद मिश्नल जल के अलाभा)	भारा	14543	-	265--

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
10.	सीएम/एल-	11-12-2009	स्पूर्ति इरिगेशन एक्यूपमेंट, बी-61, दूसरा क्रॉस, तीसरी स्टेज, पीन्या इंडस्ट्रियल एस्टेट, बैंगलौर अरबन, बैंगलौर, कर्नाटक-560 058	इरिगेशन एक्यूपमेंट-एमिटर्स	भारा	13487	-	1992
	3300936							
11.	सीएम/एल-	14-12-2009	श्री बालाजी मार्केटिंग, नं. 243, फॉरेस्ट लेआऊट, आर.वी. कॉलेज पोस्ट, भैयरवानगरा किंगेरी, बैंगलौर-560 059, कर्नाटक	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	भारा	14543	-	2004
	6997515							
12.	सीएम/एल-	16-12-2009	बागलकोट सीमेंट एंड इंडस्ट्रिज लिमिटेड, सिमेंट डिवीजन, बागलकोट, कर्नाटक-587 111	पॉर्टलैंड पोजलाना सीमेंट पार्ट 1 फ्लाईऐश	भारा	1489	1	1991
	3300532							
13.	सीएम/एल-	17-12-2009	रत्ना सीमेंट्स (यादवाड) लिमिटेड, 53 ग्रेड ऑर्डिनरी पॉर्टलैंड सीमेंट सर्वे नं. 251, यादवाड विलेज, गोकाक तालुक, बेतगाम, कर्नाटक-591 136	भारा	12269	-	-	1987
	3300330							
14.	सीएम/एल-	17-12-2009	श्री लेब्स, नं. 173, चिक्का तोगूर क्रॉस, होस्यूर मेन रोड, बैंगलौर-560 100, बैंगलौर अरबन, कर्नाटक	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	भारा	14543	-	2004
	6999721							
15.	सीएम/एल-	18-12-2009	सप्तमा ब्रेवरेज्स, सर्वे नं. 340/2, बटागोरा (बी), सेडम-585 222, जिला-गुलबर्गा, कर्नाटक	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	भारा	14543	-	2004
	3300027							
16.	सीएम/एल-	18-12-2009	पद्मावती इंडस्ट्रीज, डी-33, गंजम इंडस्ट्रियल एस्टेट, श्रीरंगपट्टना, मानद्या-571 438, कर्नाटक	पीवीसी इंसुलेटेड केबल्स फॉर वर्किंग वोल्टेज अपटू एंड इंक्लुडिंग 1100 वोल्ट	भारा	694	-	1990
	3301736							
17.	सीएम/एल-	22-12-2009	स्वर्णकृति आभरण, निरंजन मैशन, विक्टोरिया रोड, हुबली, धारवाड	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भारा	1417	-	1999
	3300431							

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
18.	सीएम/एल-	22-12-2009 3300633	जोस्को ज्वेलर्स, ए यूनिट ऑफ जोस्को गोल्ड कार्पोरेशन प्राइवेट लिमिटेड, सूरज गंगा आरकेड, 332/7, ग्राउंड फ्लॉर, 14वां क्रॉस, दूसरा ब्लॉक, जयनगर, बैंगलौर अरबन, बैंगलौर, कर्नाटक-560 011	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भारा	1417	-	1999
19.	सीएम/एल-	22-12-2009 3300835	एस.आर.एस. ज्वेल क्राफ्ट, नं. 5/5, टी.आर.एस. लेन, नरसिंहा कॉम्प्लेक्स, नार्थपेट क्रॉस, बैंगलौर, बैंगलौर अरबन, कर्नाटक-560 002	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भारा	1417	-	1999
20.	सीएम/एल-	23-12-2009 3301635	अलुक्कास ज्वेलरी, ए यूनिट ऑफ अलुक्कास एंटरप्राइजेज प्राइवेट लिमिटेड, XIII/टी.एस. नं. 215/आई.ए. 1, 213, 215/आई.ए. 2, एक्सल माल, के.एस. राव रोड, दक्षिण कनाडा, मंगलौर, कर्नाटक-575 001	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भारा	1417	-	1999
21.	सीएम/एल-	29-12-2009 3301938	वी.वी. शिरोडकर एंड संस, दुकान नं. 1328/3, भेन रोड, कारवार, उत्तर कनाडा, कर्नाटक-581 301	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भारा	1417	-	1999
22.	सीएम/एल-	29-12-2009 3302132	शा अशोक कुमार गणेशमल राठौड़, स्वर्ण तथा स्वर्ण मिश्र धातुएं, 2528, भगवान महावीर रोड, गोकाक, बेलगाम, कर्नाटक-591 307	आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भारा	1417	-	1999
23.	सीएम/एल-	31-12-2009 3302738	डायमंड गोल्ड पेलेस, बालगी कॉम्प्लेक्स, देवी टैम्पल रोड, येल्लापुर, उत्तर कनाडा, येल्लापुर, कर्नाटक-581 359	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/कार्यकारी शुद्धता एवं मार्किंग	भारा	1417	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
24.	सीएम/एल-	31-12-2009 3303033	मेघा इंडस्ट्रीज दूषदकटे निटे विलेज, कारकाला तालुक, उडपि-574110 कर्नाटक	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	भारा	14543	-	2004
25.	सीएम/एल-	31-12-2009 3302637	भीमा अव्वा मिनरल्स नं. 84, भीमेनाहल्ली मंचनायकनाहल्ली पोस्ट, बिडवी होब्बी, रामनगरा तालुक एंड लिला, कर्नाटक-562109	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	भारा	14543	-	2004

[सं. सीएमडी 13 : 11]  
सी. के. महेश्वरी, वैज्ञानिक 'जी' (प्रभागन)

New Delhi, the 26th April, 2010

S.O. 1181.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particular of which are given in the following Schedule :

#### SCHEDULE

Sl. No.	Licences No.	Grant Date	Name & address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	CM/L- 6992101	01-12-2009	Sri Kantarama Setty & Sons Jewellers No. 940, Bazar Street, Nanjangud Mysore Karnataka-571301	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
2.	CM/L- 6992303	02-12-2009	T.B. Revenkar Jewellers Revankar Corner, Broadway, Hubli Dharwad Karnataka-580020	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
3.	CM/L- 6992505	02-12-2009	A. Sona Jewellers No. 32/1, R.T. Street Bangalore Urban Bangalore Karnataka-560063	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
4.	CM/L- 6992606	02-12-2009	Mahaveer Jeweller No. 30, Honnappa Complex Magadi Main Road, Jaimuni Rao Circle, A Dasarahalli Bangalore Urban Bangalore Karnataka-560079	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5.	CM/L-6992707	02-12-2009	Chandan Zaver 145/F, 5-6, 1st Floor Ranganatha Mansion, Avenue Road, Bangalore Bangalore Urban Bangalore Karnataka-560002	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
6.	CM/L-6992808	02-12-2009	Vardhaman Jewellers No.3, M.G.S. Road, KSRTC Bus Stand, Nanjangud, Mysore Karnataka-571301	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
7.	CM/L-6994610	04-12-2009	Ratna Cements (Yadwad) Limited Survey No.251, Yadwad Village, Gokak Taluk Belgaum Karnataka-591136	Portland Pozzolana Cement part 1 flyash	IS 1489	1	-	1991
8.	CM/L-6998820	04-12-2009	Spoorthy Irrigation Equipments B-61, 2nd Cross, 3rd Stage, Peenya Industrial Estate, Bangalore Urban Bangalore Karnataka-560058	Irrigation equipment - polyethylene pipes for irrigation laterals	IS 12786	-	-	1989
9.	CM/L-6996210	09-12-2009	SPA Aquatech India Pvt. Ltd. No. 1, Begur Heights Building, Begur Koppa Road, Near Nice Road, Begur Post, Bangalore-560068 Bangalore Urban Karnataka	Packaged drinking water (other than packaged natural mineral water)	IS 14543	-	-	2004
10.	CM/L-3300936	11-12-2009	Spoorthy Irrigation Equipments B-61, 2nd Cross, 3rd Stage, Peenya Industrial Estate, Bangalore Urban Bangalore Karnataka-560058	Irrigation equipment - emitters	IS 13487	-	-	1992
11.	CM/L-6997515	14-12-2009	Sri Balaji Marketing No. 243, Forest Layout, R. V. College Post, Byravanagara Kengeri, Bangalore-560059, Bangalore Urban Karnataka-560059	Packaged drinking water (other than packaged natural mineral water)	IS 14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
12.	CM/L-3300532	16-12-2009	Bagalkot Cement & Industries Limited Cement Division, Bagalkot Karnataka-587111	Portland pozzolana cement part 1 flyash	IS 1489	1	-	1991
13.	CM/L-3300330	17-12-2009	Ratna Cements (Yadwad) Limited Survey No. 251, Yadwad Village, Gokak Taluk Belgaum Karnataka-591136	53 grade ordinary portland cement	IS 12269	-	-	1987
14.	CM/L-6999721	17-12-2009	Sree Labs No.173, Chikka Thogur Cross, Hosur Main Road, Bangalore-560100. Bangalore Urban Karnataka-560100	Packaged drinking water (other than packaged natural mineral water)	IS 14543	-	-	2004
15.	CM/L-3300027	18-12-2009	Samrat Beverages Sy No. 340/2, Balagera (B) Sedam-585222, Gulbarga District. Gulbarga Sedam Karnataka-585222	Packaged drinking water (other than packaged natural mineral water)	IS 14543	-	-	2004
16.	CM/L-3301736	18-12-2009	Padmavathi Industries D-33, Ganjam Industrial Estate Srirangapatna Mandy Karnataka-5714385.	PVC insulated cables for working voltages upto and including 1100 V	IS 694	-	-	1990
17.	CM/L-3300431	22-12-2009	Swarnakruti Abharan Niranjan Mansion, Victoria Road, Hubli Dharwad Karnataka-580020	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
18.	CM/L-3300633	22-12-2009	Josco Jewellers A Unit of Josco Gold Corporation Pvt. Ltd. Duraj Ganga Arcade, 32/7, Ground Floor, 14th Cross, 2nd Block, Jayangar Bangalore Urban, Bangalore Karnataka-560011	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
19.	CM/L-3300835	22-12-2009	SRS Jewel Craft # 5/5, TRS Lane, Narasimha Complex, Nagarpet Cross, Bangalore Bangalore Urban Bangalore Karnataka-560002	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
20.	CM/L-3301635	23-12-2009	Alukkas Jewellery A Unit of Alukkas Enterprises Pvt. Ltd. XIII/T. S. No. 215/IA1, 213, 215/IA2 Excell Mall K. S. Rao Road, Dakshin Kannada Mangalore Karnataka-575001	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
21.	CM/L-3301938	29-12-2009	V.V. Shirodkar & Sons Shop No. 1328/3 Main Road, Karwar, Uttar Kannada Karnataka-581301	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
22.	CM/L-3302132	29-12-2009	Sha Ashok Kumar Ganeshmal Rathod, 2528, Bhagwan Mahavir Road, Gokak Belgaum Karnataka-591307	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
23.	CM/L-3302738	31-12-2009	Diamond Gold Palace Balagi Complex, Devi Temple Road, Yellapur, Uttar Kannada Karnataka-581359	Gold and gold alloys, jewellery/artefacts-fineness and marking	IS 1417	-	-	1999
24.	CM/L-3303033	31-12-2009	Megha Industries Doopadakkatte, Nitte Village, Karkala Taluk, Udupi-574110, Karkala Karnataka	Packaged drinking water (other than packaged natural mineral water)	IS 14543	-	-	2004
25.	CM/L-3302637	31-12-2009	Bheemaa Aqua Minerals No. 84, Bheemenahalli, Manchanaya Karahalli Post, Bidadi Hobli, Kamanagara Taluk & District, Bangalore Urban Ramanagara Karnataka-562109	Packaged drinking water (other than packaged natural mineral water)	IS 14543	-	-	2004

नई दिल्ली, 26 अप्रैल, 2010

का. नं. 1182.—भारतीय मानक व्यूरो (प्रमाणन) विनियमन, 1988 के विनियमन-5 के उप-विनियमन (6) के तहत भारतीय मानक व्यूरो यह अधिसूचित करता है कि निम्नलिखित व्यौरो वाले लाइसेन्स उनके आगे दी गई तारीखों से रद्द कर दिया गया है।

### अनुसूची

क्रम संख्या	लाइसेन्स वाले का नाम व पता	समयबाधित लाइसेन्स द्वारा आवृत तथा सम्पन्नता के साथ संगत भारतीय मानक		
(1)	(2)	(3)	(4)	(5)
1.	सीएमएल 6372572	न्यूसीफेरा रिफ्लैट एनजी सिस्टम रागवेन्द्रनगर, बहूदंड देवनुर चर्च नालंदा कोन्वेंट परल न रोड तुमकुर-572102 कर्नाटक	भाषा 12933-पार्ट 1 : 2003 सोलार फ्लैट प्लेट कॉलेक्टर-पार्ट 1 रिक्वायरमेंट्स	16-12-2009

[नं. सी.एम.डी. 13/13]

सौ. क. महेश्वरी, वैज्ञानिक 'जी' (संनीत)

New Delhi, the 26th April, 2010

S.O. 1182.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulation 1988, the Bureau of Indian Standards, hereinafter notifies that the licences particular, which are given below have been cancelled with effect from the date indicated against each:

### SCHEDULE

Sl. No.	Licence No.	Name and Address of the Licensee	Article/Process or rule/standard	Date of Certification
(1)	(2)	(3)	(4)	(5)

1.	CN. 1. 6372572	Nucifera Renewable Energy System Raghavendranagar, Benind Devanur Church Nalanda Convent Parallel Road, Tumkur-572102, Karnataka	IS : 12933 : Part 1 : 2003 solar flat plate collector- part 1 requirements.	16-12-2009
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[No. CMD 13/13]

C. K. MAHESHWARI, Sci. G (Certification)

नई दिल्ली, 27 अप्रैल, 2010

का. अ. 1183.—भारतीय मानक व्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतदद्वारा अधिसूचित करता है कि जिन लाइसेन्सों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

### अनुसूची

क्रम संख्या	स्वीकृत करने वाले संस्थानों की तिथि वर्ष/माह	लाइसेन्सधारी का नाम व पता	भारतीय मानक का शीर्षक	भाषा सं. भाषा अनु. वर्ग
(1)	(2)	(3)	(4)	(5)
1.	सीएमएल 3315242	मेट्रो अप्लाइनेंस नं. 79/8, 8वां क्रॉस, शंकरप्पा गार्डन, मागडी रोड, बैंगलौर कर्नाटक-560023	इंस्टिट्यूशनल प्रेस्स कूल्ड	2347 26%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	सीएम/एल	02-02-2010 3319553	युनाइटेड इंजिनियरिंग वर्क्स नं. 235/1, होंगासंद्रा बेगुर रोड, पहला मेन चौथा क्रॉस बैंगलौर कर्नाटक-560068	मोटार्स फॉर सबमरसिबल पम्पसेट्स	भारा - -	-	-	1995
3.	सीएम/एल	03-02-2010 3315848	जे. के. सीमेंट वर्क्स मुद्दापुर विलेज, मुधोल तालुक मुधोल बागलकोट कर्नाटक-587122	पोर्टलैंड पॉजलाना सिमेंट पार्ट-1 फ्लाईएश	भारा - -	-	-	1991
4.	सीएम/एल	03-02-2010 3316042	एसएलएन मिनरल्स नं. 119/2 एसएलवी रु. गउट, आल्लूर विलेज, दासनापुरा होब्ली, बैंगलौर नार्थ बैंगलौर-562123, कर्नाटक	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	भारा - -	-	-	2004
5.	सीएम/एल	04-02-2010 33223019	आशिर्वद पाइप्स प्राइवेट लिमिटेड 4-बी, अतिबेले इंडस्ट्रियल एरिया, होसूर रोड, बैंगलौर-562107 कर्नाटक	क्लोरिनेटेड पीवीसी पाइप्स फॉर पोटेबल हॉट एंड कॉल्ड वाटर डिस्ट्रिब्युशन सप्लाई	भारा - -	-	-	2007
6.	सीएम/एल	04-02-2010 3317549	श्री मुकाम्बिका ज्वेलर्स, नं. 503/3, सूर्य किरण कॉन्सलेक्शन 50 फिट रोड, हनुमंतनगर बैंगलौर कर्नाटक-560050	स्वर्ण तथा स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मार्किंग	भारा - -	-	-	1999
7.	सीएम/एल	05-02-2010 3318541	पोटेबल मिनरल्स 78/5, 78/6, 15वां मेन जे. सी. नगर, कुरबरहल्ली महालक्ष्मीपूरम, बैंगलौर-560086 कर्नाटक	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा )	भारा - -	-	-	2004
8.	सीएम/एल	08-02-2010 3318450	विगेश ज्वेल एम्पायर 1747, 9वां क्रॉस, 18वां मेन II, केस जे. पी. नगर बैंगलौर, कर्नाटक-560078	स्वर्ण तथा मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मार्किंग	भारा - -	-	-	1999
9.	सीएम/एल	09-02-2010 3319452	जमीला खुड इंडस्ट्रिज़, डेरेबैल कोन्चाडी, अशोका नगर पोस्ट मॅगलौर, जिला - दक्षिण कन्नडा, कर्नाटक-575006	प्लाईबुड फॉर जनरल परपजेस	भारा - -	-	-	1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
10.	सीएम/एल	10-02-2010 3318354	शेरवानी ज्वेलर्स, सीटीएस नं., 2530. रविवार पेथ,, गोकाक बेलगांव, कर्नाटक-591307	स्वर्ण तथा स्वर्ण मिश्र धातुऐं, आभूषण/शिल्पकारी शुद्धता एवं मार्किंग	भाषा	-	-	1999
11.	सोएम/एल	15-02-2010 3320134	श्री गणेश ज्वेलर्स नं. 3/1, एम. एन. कॉम्प्लेक्स, ज्यानभारती मेन रोड, नागरभावी बैंगलौर, कर्नाटक-560072	स्वर्ण तथा स्वर्ण मिश्र धातुऐं, आभूषण/शिल्पकारी शुद्धता एवं मार्किंग	भाषा	-	-	1999
12.	सोएम/एल	15-02-2010 3326045	मैत्री इरिशेशन सिस्टम्स (इंडिया) प्राइवेट लिमिटेड, बी-3, इंडस्ट्रियल एस्टेट, के. एस. आई.डी.सी. होसकोटे, बैंगलौर-562114 बैंगलौर, अरबन, कर्नाटक-562114	इरिशेशन एक्युपमेंट्स-एमिटर्स	भाषा	-	-	1992
13.	सोएम/एल	16-02-2010 3326146	मिल्क प्रोजेक्ट प्लान्ट (ए युनिट ऑफ केएमएफ) शीटटीहल्ली विलेज, जनिवागा पोस्ट चन्नरायपट्टना तालुक हासन कर्नाटक-571116	स्किफ्ड मिल्क पाउडर भाग-। स्टैंडर्ड ग्रेड	भाषा	भाग ।	-	1998
14.	सोएम/एल	16-02-2010 3330339	जेएसडब्ल्यू स्टील लिमिटेड, तोरानगल्लु पी. 32. विद्यानगर बेल्लारी-583275 कर्नाटक	कोल्ड रोल्ड लो कारबन स्टील शीट एंड स्ट्रीप्स	भाषा	-	-	1994
15.	सोएम/एल	19-02-2010 3325144	पी. जी. स्टेशनरी प्राइवेट लिमिटेड नं. एफ-51, राजाजीनगर इंडिस्ट्रियल एस्टेट, बैंगलौर-560044 बैंगलौर अरबन कर्नाटक	फाउनटेन पेन इंक-डाई ब्रेस्ड फैक्टरी	भाषा	-	-	1991
16.	सोएम/एल	24-02-2010 3324445	शांताराम अमृत इंडस्ट्रिज ए. टी. पोस्ट, मंगासुली, अथणी तालुक जिला : बेलगांव कर्नाटक	पैकेज बंद पेण्जल (पैकेजबंद मिनरल जल के अलावा)	भाषा	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
17.	सीएम/एल 3329051	26-02-2010	राजसन्स भाविक इंक्लेव, आर 5, के. एस. एस. आई डी. सी डेम रोड, होसपेट-583202 बेल्लारी, कर्नाटक	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	भारा	-	-	2004 14543
18.	सीएम/एल 3329859	26-02-2010	जे. अवका सर्वे नं. 238/2बी माइको लेआउट, बेगूर विलेज बैंगलौर-560068 बैंगलौर अरबन कर्नाटक	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	भारा	-	-	2004 14543

[सं. सीएमडी 13 : 11]

सी. के. महेश्वरी, वैज्ञानिक 'जी' (प्रमाणन)

New Delhi, the 27th April, 2010

**S.O. 1183.—**In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particular of which are given in the following Schedule :

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name and address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	CM/L- 3315242	01-02-2010	Metro Appliances No. 79/8, 8th Cross Shankar Appa, Garden Magadi Road, Bangalore, Urban Bangalore Karnataka-560023	Domestic pressure cookers	IS 2347	-	-	2006
2.	CM/L- 3319553	02-02-2010	United Engineering Works No. 235/1, Hongasandra. Begur Road, 1st Main 4th Cross Bangalore Karnataka-560068	Motors for submersible pumpsets	IS 9283	-	-	1995
3.	CM/L- 3315848	03-02-2010	J. K. Cement Works Muddapur Village Mudhol Taluk Bangalkot, Mudhol, Karnataka-587122	Portland pozzolana cement Part I flyash	IS 1489	Part-1	-	1991
4.	CM/L- 3316042	03-02-2010	SI. N. Minerals No. 119/2, Slv. Layout Allur Village Dasanapura Hobli Bangalore North, Bangalore-562123 Allur Bangalore Rural Karnataka-562123	Packaged drinking water (other than packaged natural mineral water)	IS 14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5.	CML- 3323019	04-02-2010	Ashirvad Pipes Ltd. #4-B, Attibele Industrial Area, Hosur Road, Bangalore Urban Bangalore Karnataka-562107	Chlorinated pvc pipes for potable hot and cold water distribution supplies	IS 5778 -	-	-	2007
6.	CML- 3317549	04-02-2010	Sri Mookambika Jewellers #503/3, Larya Kiran Complex,, 50 Feet Road, Hanumanth- nagar, Bangalore Urban Bangalore Karnataka-560050	Gold and gold alloys, jewellers/ IS 1417- artefacts fineness and marking	-	-	-	1999
7.	CML- 3318551	05-02-2010	Potable Minerals 78/5, 78/6, 15th Main,, T. C. Nagar, Kurubarahalli Mahalakshmiaram, Bangalore-560086 Bangalore Urban Karnataka	Packaged drinking water (other than packaged natural mineral water)	IS 14543 -	-	-	2004
8.	CML- 3318450	08-02-2010	Vignesh Jevel Empire 1747, 9th Cross 18th Main II Phase J. P. Nagar, Bangalore Bangalore Urban Bangalore Karnataka-560078	Gold and gold alloys, jewellery/artefacts fineness and marking	IS 1417 -	-	-	1999
9.	CML- 3319452	09-02-2010	Jameela Wood Industries Derebail Konchady Ashoka Nagar Post, Mangalore Dakshin Kannada, Karnataka-575006	Plywood for general purposes	IS 303 -	-	-	1989
10.	CML- 3318854	10-02-2010	Sharvari Jewellers CTS No. 2530., Raviwarpeth Gokak Belgaum Karnataka-591307	Gold and gold alloys jewellery/artefacts fineness and marking	IS 1417 -	-	-	1999
11.	CML- 3320134	15-02-2010	Sri Ganesh Jewellers #3/1, M. N. Complex, Jnanabharathi Main Road, Nagarbhavi Bangalore Urban Bangalore Karnataka-560072	Gold and gold alloys jewellery/artefacts fineness and marking	IS 1417 -	-	-	1999
12.	CML- 3326015	15-02-2010	Mythri Irrigation Systems (India) Pvt. Ltd., V. 3, Industrial Estate, K. S. S. I. D.C. Hoskote, Bangalore-562114 Bangalore Urban Karnataka-562114	Irrigation equipment- emitters	IS 13487 -	-	-	1992

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	CM/L-3326146	16-02-2010	Milk Product Plant (A Unit of KMF) Shettihally Village Janivara Post Channarayapatna Taluk Hassan Karnataka-571116	Skimmed milk powder part I standard grade	13334 Part I	—	—	1998
14.	CM/L-3330339	16-02-2010	JSW Steel Ltd., Toranagallu P.O. Vidyanagar Bellary-583275 Karnataka	Cold-rolled low carbon steel sheets and strips	IS 513	—	—	1994
15.	CM/L-3325144	19-02-2010	P.G. Stationery Private Limited no. F. 51, Rajarinagar Indl. Estate, Bangalore-560044 Bangalore Urban Karnataka	Fountain pen ink-dye based	IS 1221	—	—	1991
16.	CM/L-3324445	24-02-2010	Shantaram Amrut Industries At Post, Mangasuli, Athani Taluk Belgaum District Belgaum Karnataka	Packaged drinking water (other than packaged natural mineral water)	IS 14543	—	—	2004
17.	CM/L-3329051	26-02-2010	Rajsons Bhavik Enclave, R-5, KSSIDC, Dam Road, Hospet-583203 Bellary Karnataka	Packaged drinking water (other than packaged natural mineral water)	IS 14543	—	—	2004
18.	CM/L-3329859	26-02-2010	Jay Aqua SY No. 238/2B, Mico layout, Begur Village, Bangalore-560068, Bangalore Urban, Karnataka	Packaged drinking water (other than packaged natural mineral water)	IS 14543	—	—	2004

[No. C.M.D./13:11]

C. K. MAHESHWARI, Sc. "G" (Certification)

नई दिल्ली, 27 अप्रैल, 2010

का.आ. 1184.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम (4) के उप-नियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

## अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. सं. भाग/खण्ड वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3602144	25-1-2010	हनुमान प्रसाद कोस्तुभ बेवरेजेज गट संख्या 96,99,103 पोस्ट सासने तोंदली फाटा के सामने मुरबाड-कर्जत रोड मुरबाड जिला : थाने-421 401	पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 2004

(1)	(2)	(3)	(4)	(5)	(6)
2.	3602952	02-02-2010	देवकी ब्रेवरेजेज, हाउस सं. 529, मानस वाडा, कुदम, गोवा-403115	पैकेजिंग थीने का पार्टी (पैकेजिंग प्राकृतिक निपाल जल के अनुबंध)	14543 : 2004
3.	3604653	05-2-2010	बालाजी इन्स्ट्राईजेज, हाउस संख्या 1597, भासरे कंपाणगड, मुळुंग होटल के थीले, विलेज वाल, मनश्वरी- अंजर फाटा रोड भिंवडी, जिला थाणे	पैकेजिंग पार्टी का पार्टी (पैकेजिंग प्राकृतिक निपाल जल के अनुबंध)	14543 : 2004
4.	3604754	05-2-2010	वेवर अक्षया एवरफ्लो, गला सं. 1 और 2 तल मंजिल टीका हाउस 84, विजयकर वाडा, एस.वी. रोड, भलाड (पश्चिम) मुंबई-400064	पैकेजिंग थीने का पार्टी (पैकेजिंग प्राकृतिक निपाल जल के अनुबंध)	14543 : 2004
5.	3605655	08-2-2010	जयपॉलीतार इण्डस्ट्रीज, प्लॉट संख्या 15, सर्वे संघवा 46/1-पी, दमन गंगा इडलोस्ट्रीज (इडलोपीई) कपड़ा इस्टेट, अथल सिलवासा-नरेली रोड, सिलवासा-396230	पस्तादि-कंपनी अस्तर ये रिट लेपिनिट उच्च घनत्व भौतिकीयों जस्ट, अथल सिलवासा-नरेली	15351 : 2003
6.	7994817	22-2-2010	पिंच बोटलिंग कंपनी, एन-57, एमआईडीसी जलगांव-425003	पैकेजिंग थीने का पार्टी (पैकेजिंग प्राकृतिक निपाल जल के अनुबंध)	14543 : 2004

[स. सोएसडी/13 : 11]

स्त्री को, अहेरदरा, वैज्ञानिक 'जी' (प्रवालन)

New Delhi, the 27th April, 2010

S.O. 1184.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :

## SCHEDULE

Sl. No.	Licence No.	Grant Date (3)	Name and address (factory) of the Party (4)	Product (5)	IS No./Part Sec. Year (6)
1.	3602144	25-1-2010	Hanuman Prasad Kaustubh Beverages, Gut. No.96, 99, 103 at Post Sasne, Opp. Tondali Phata Murbad-Karjat Road, Murbad Distt. Thane-421401	Packaged Drinking Water (other than packaged natural mineral water)	14543 : 2004

(1)	(2)	(3)	(4)	(5)	(6)
2.	3602952	2-2-2010	Devki Beverages, H. No. 529, Manaswada, Kundaim Goa-403115	Packaged Drinking Water (other than packaged natural mineral water)	14543 : 2004
3.	3604653	5-2-2010	Balaji Enterprises, H. No. 1597, Bhamare Compound, Behind Mukund Hotel, Village Val, Mankoli-Anjur Phata Road, Bhiwindi, Distt. Thane	Packaged Drinking Water (Other than Packaged natural mineral Water)	14543 : 2004
4.	3604754	5-2-2010	Weaver Aqua Everflo, Gala No. 1 and 2, Ground Floor, Teeka House 84 Vijaykar Wadi, S. V. Road, Malad (W) Mumbai-400064	Packaged Drinking Water (other than packaged natural mineral water)	14543 : 2004
5.	3605655	8-2-2010	Jay Polytarp Industries, Plot No. 15, Survey No. 46/I-P, Damanganga Indl. Estate, Athal Silvassa Naroli Road, Silvassa-396230	Taxtiles—Laminated High Density Polyethylene (HDPE) Fabric for Canal Lining	15351 : 2003
6.	7994817	22-2-2010	Pinch Bottling Co., N-57, MIDC, Jalgaon-425003	Packaged Drinking Water (other than packaged natural mineral water)	14543 : 2004

[No. C.M.D./13:11]

C. K. MAHESHWARI, Sc. "G" (Certification)

नई दिल्ली, 27 अप्रैल, 2010

बा.आ. 1185.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो इटद्वारा अधिसूचित करता है कि जिन भारतीय मानक का विवरण नीचे अनुसूची में दिया गया हैं वह स्थापित हो गया है :-

## अनुसूची

क्रम. संख्या	स्थापित भारतीय मानक (को) की संख्या वर्ष और सीरिक	नवे भारतीय मानक द्वारा अतिक्रमित भारतीय स्थापित तिथि मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष
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(1)	(2)	(3)	(4)
1.	आईएस 1969 (भाग 1) : 2009/आई एस ओ 13934-1 : 1999 वस्त्रादि वस्त्रों के तनन गुणाधर्म— अधिकतम बल एवं अधिकतम बल पर दीर्घिकरण ज्ञात करना—भाग 1—पट्टीवाली विधि (तीसरा पुनरीक्षण)	कोई नहीं	दिसम्बर, 2009

इस भारतीय मानक की प्रतियां भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: टी एक्स डी/जी-25]

पी. भटनागर, वैज्ञानिक 'एफ' एवं प्रमुख (टीएक्सडी)

New Delhi, the 27th April, 2010

**S.O. 1185.**—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard particulars of which is given in the Schedule hereto annexed has been established on the date indicated against it :

**SCHEDULE**

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1969 (Part 1) : 2009/ISO 13934-1 : 1999 Textiles-Tensile Properties of Fabrics— Determination of Maximum Force and Elongation at Maximum Force Part 1, Strip Method (Third Revision)	Nil	December, 2009

Henceforth, this standards will be available for sale.

Copy of this Standard is available for sale with the HQ. at Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and its Regional Offices : New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: TXD/G-25]

P. BHATNAGAR, Sc. 'F' and Head (Textiles)

नई दिल्ली, 30 अप्रैल, 2010

**S.O. 1186.**—भारतीय मानक व्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वाग्म अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

**अनुसूची**

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भासां. भाग	अनु.	वर्ष	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7996013	01-01-2010	मैसर्स टाईम्स आर्ट डैकोर प्रा. लिमिटेड, सर्वे नंबर 1/पी., एन. एच. नंबर 8, गांव टलवाडा, वलसाद-396105	टैकोरेटिव थर्मोसैटिंग सिथैटिक रेसिन बॉडिंग लैमिनेटिंग शीट	2046	--	-	1995
2.	7996017	07-01-2010	मैसर्स मारुति वाटर प्लॉट, नंबर 198, पटेल फालियाख प्राथमिक स्कूल के पास, गांव अमरोली, सूरत	पैकेजबंद पेयजल	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
3.	7998421	13-01-2010	मैसर्स नीलकंठवरनी हैत्थ केर, शैड नंबर 7, ग्राउंड फ्लोर, गिरिराज काम्पलैक्स के पीछे, पंचममाल के सामने, निकोल गाम रोड, निकोल, अहमदाबाद	पैकेजबंद पेयजल	14543	-	-	2004
4.	7998825	13-01-2010	मैसर्स डयूक प्लास्टो टैक्नीक प्रा. लिमिटेड, एन एच 14, डीसा हाइवे, ग्रीन कुड होटल के सामने, बदरपुरा, पालनपुर (उत्तर गुजरात) बनसकांया	अनप्लास्टिसाइड पी. वी. सी. पाईप 4985 फॉर पोटेबल वाटर सप्लाईस	-	-	-	2000
5.	7999524	13-01-2010	मैसर्स कैमेंट वैट्स तथा फ्लोस प्रा. लिमिटेड, प्लाट नंबर 129/सी/2, जीआईडीसी एस्टेट, अंकलेश्वर भारूच	डायकलोरवास इमलसीफाईएबल कंसट्रैट	5277	-	-	1978
6.	7999625	13-01-2010	मैसर्स कैमेंट वैट्स तथा फ्लोस प्रा. लिमिटेड, प्लाट नंबर 129/सी/2, जीआईडीसी एस्टेट, अंकलेश्वर भारूच	कलोरपाईरीफास इमलसीफाईएबल कंसट्रैट	8944	-	-	1978
7.	3600746	19-01-2010	मैसर्स एसट्राल पालिटैक्नीक लिमिटेड, ब्लाक नंबर 1253 तथा 1264, गांव सांतेज, शाह एलोयेस के पास ता कलोल, डिस्ट्रिक्ट गांधीनगर-382 721	इंजैक्शन मोलडेड पी.वी.सी फिटिंग विद सोलवेंट सीमेंट ज्वाएंट्स फार वाटर सप्लाई जनरल रिक्वायरमैंट	7834	-	-	1978
8.	3601041	25-01-2010	मैसर्स मंगलम ज्वैलर्स, 15/87, अरिंहत चैम्बर्स, मेन बाजार, किम (वैस्ट), ताल्लुका ओलपाड, मुहरांकन सूरत-394 110	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
9.	3600948	25-01-2010	राजस्थान ज्वैलर्स प्रा लिमिटेड, 135/06, स्टेशन रोड, मणीनगर, अहमदाबाद-380 008	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शुद्धता एवं मुहरांकन	1417	-	-	1999
10.	3601748	28-01-2010	मैसर्स पैसिफिक पाईप सिस्टम प्रा. लिमिटेड, प्लाट नंबर 36-43पी, गांव नारायणपुरा, पोस्ट चंद्रासन, ता. सानंद, डिस्ट्रिक्ट अहमदाबाद	ग्लास फाइबर रेनिफोर्स्ड प्लास्टिक जी लार पी पाईप ज्वाएंट तथा फिटिंग फार गूस फार पोटेबल वाटर सप्लाई	12709	-	-	1994
11.	3601849	28-01-2010	मैसर्स गुजरात क्राफ्ट इंडस्ट्रीज लिमिटेड, 431, सांतेज बडसर रोड, सांतेज, अहमदाबाद-382 721	टैक्सटाईल तारपोलिन मेड फ्राम हाई डैमिटी पोलिथिलीन वोवन फैब्रिक	7903	-	-	2005

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
12.	3602043	28-01-2010	मैसर्स महाराजा इंटरनेशनल, चूनिट आफ पब्लिक सीमेंट कम्पनी (प्रा) लिमिटेड, सेल्स टैक्स चैक पोस्ट के पास, अमीरगढ़ सिटी, बनसकांटा-385 130	53 ग्रेड आर्डिनरी पोर्टलैंड सीमेंट पोर्टलैंड पोजोलाना सीमेंट पार्ट ।	12269	-	-	1987
13.	3601950	28-01-2010	मैसर्स महाराजा इंटरनेशनल, चूनिट आफ पब्लिक सीमेंट कम्पनी (प्रा) लिमिटेड, सेल्स टैक्स चैक पोस्ट के पास, अमीरगढ़ सिटी, बनसकांटा-385 130	फल्टाइ एश बेर्ड	1489	1	-	1992
14.	7998522	13-01-2010	मैसर्स हीमा सेल्स कार्पोरेशन, 4 ए 10, लक्ष्मी इंडस्ट्रियल एस्टेट, इंडियानेशन पालडी तीन रास्ता, विसनगर, उत्तर गुजरात, मेहसाना	कल्डयूट्स फार इंडियानेशन	9537	3	-	1983
15.	3603287	25-01-2010	मैसर्स प्राइमा पम्प प्रा. लिमिटेड, 34, गुज वी एम एशु ब्रासाइट लिमिटेड, ओढव, अहमदाबाद	ओपल्चैल सबमर्सिवल पम्परेट	14220	-	-	1994
16.	3603853	28-01-2010	मैसर्स विश्वनाथ पम्प प्रा. लिमिटेड, सबमर्सिवल पम्परेट केरला, जी आई डी सी, प्लाट 1401/1, एट इन एच-3, बावला के पास, अहमदाबाद	सबमर्सिवल पम्परेट	8034	-	-	2002
17.	3601552	21-01-2010	मैसर्स गुजरात पैस्टीसाइइर, एफ 15, केस 2, जी आई डी एस्टेट, कर्सेट्रॉड नरोडा, अहमदाबाद-382 330	डायलतोल्यास इमल्सीफायर्ल	5277	-	-	1978

[S. S. प्रम. ३(1)(1)]

सौ. ले. यहेश्वरी, वैज्ञानिक-जी (प्रभालन)

New Delhi, the 30th April, 2010

G.O. 1186.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1983 of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :

## SCHEDULE

Sl. No.	Licences No.	Grant Date	Name & address of the Party	Title of the Standard	IS No.	Part	Sec	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7996013	01-01-2010	Timex Art Decor Pvt. Ltd., Survey No. I/P, N.H. No. 8, Village Talwada, Valsad- 396 105	Decorative Thermosetting Synthetic Resin Bonded Laminated Sheets	2046	-	-	1995

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	7996922	07-01-2010	Maruti Water, Plot No. 198, Patel Faliya Near Prathmik School, Village Amroli, Surat	Packaged Drinking Water (other than Packaged Natural Mineral Water)	14543	—	—	2004
3.	7998421	13-01-2010	Nilkanthvarni Healthcare, Shed No.7, Ground Floor, B/H Giriraj Complex, Opp. Pancham Mall, Nikol Gam Road, Nikol, Ahmedabad	Packaged Drinking Water (other than Packaged Natural Mineral Water)	14543	—	—	2004
4.	7998825	13-01-2010	Duke Plasto Technique Pvt. Ltd. N.H. 14, Deesa Highway, Opp. Hotel Green Wood, Badarpura, Palanpur, (N. Gujarat), Banaskantha	Unplasticized PVC Pipes for Potable Water Supplies	4985	—	—	2000
5.	7999524	13-01-2010	Chemet Wets & Flows Pvt. Ltd. Plot No. 129/C/2, GIDC Estate, Ankleswar, Bharuch	Dichlorvos Emulsifiable Concentrates	5277	—	—	1978
6.	7999625	13-01-2010	Chemet Wets & Flows Pvt. Ltd., Plot No. 129/C/2, GIDC Estate, Ankleswar, Bharuch	Chlorpyrifos Emulsifiable Concentrates	8944	—	—	1978
7.	3600746	19-01-2010	Astral Polytechnik Limited, Block No. 1253 & 1264, Village Santej, Near Shah Alloys, Taluka Kalol, Dist. Gandhinagar-382 721	Injection Moulded PVC fittings with solvent cement joints for water supplies; Part 1 General requirements	7834	1	—	1987
8.	3601041	25-01-2010	Mangalam Jewellers, 15/87, Arihant Chambers, Main Bazar, Kim(West), Tal: Olpad, Surat-394 110	Gold and gold alloys jewellery/artefacts fineness and marking	1417	—	—	1999
9.	3600948	25-01-2010	Rajashan Jewellers Pvt. Ltd. 135/06, Station Road, Maninagar, Ahmedabad-380 008	Gold and gold alloys jewellery/artefacts fineness and marking	1417	—	—	1999
10.	3601748	28-01-2010	Pacific Pipe Systems Pvt. Ltd. Plot No. 36-43P, Village Naranpura, Post Chandrasan, Tal Sanad, Dist. Ahmedabad	Glass-fibre reinforced plastic (GRP) pipes, joints and fittings for use for potable water supply	12709	—	—	1994

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
11.	3601849	28-01-2010	Gujarat Craft Industries Limited, 431, Santej-Vadsar Road, Santel, Ahmedabad-382 721	Textiles-Tarpaulins made from high density polyethylene woven fabric	7903	-	-	2005
12.	3602043	28-01-2010	Maharaja International, Unit of Pawan Cement Co. Pvt. Ltd., Near Sales Tax Check Post, Amirgadh City, Banaskantha-385 130	53 grade ordinary Portland cement	12269	-	-	1987
13.	3601950	28-01-2010	Maharaja International, Unit of Pawan Cement Co. Pvt. Ltd., Near Sales Tax Check Post, Amirgadh City, Banaskantha-385 130	Portland pozzolana cement part I Flyash based	1489	1	-	1999
14.	7998522	15-01-2010	Hima Sales Corporation, 4/A/10, Laxmi Ind. Estate, Paldi, Three Rasta, Visnagar (N.G.), Mehshana	Conduits for electrical installation	9537	3	-	1983
15.	3603247	25-01-2010	Prima Pumps Pvt. Ltd., 34, Guj. V. M. AU. Vasahat Ltd., Odhav, Ahmedabad	Openwell Submersible Pump Sets	14220	-	-	1994
16.	3603853	28-01-2010	Vishwanath Pumps Pvt. Ltd., Kerala GIDC, Plot 1401/1, At N H-8, Near Bayla, Ahmedabad	Submersible Pump Sets	8034	-	-	2002
17.	3604552	21-01-2010	Gujarat Pesticides, F.15, Phase 2, GIDC Estate, Naroda, Ahmedabad-382 330	Dichlorvos Emulsifiable Concentrates	5227	-	-	1978

[No. CMD/13:11]

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 12 अप्रैल, 2010

**का. आ. 1187.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सालगानकर माइनिंग इन्डस्ट्रीज प्रा. लि. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, मुम्बई के पंचांग (संदर्भ संख्या 73/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-2010 को प्राप्त हुआ था।

[सं. एल-29011/4/2009-आई आर (एम)]

कमल बाखरू, डेस्क अधिकारी

## MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 12th April, 2010

**S.O. 1187.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2009) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Salgaoncar Mining Industries Pvt. Ltd. and their workman, which was received by the Central Government on 12-4-2010.

[No. L-29011/4/2009-IR(M)]

KAMAL BAKHRU, Desk Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT:

A. A. Lad, Presiding Officer.

#### Reference No. CGIT-2/73 of 2009

Employers in relation to the management of M/s. Salgaoncar Mining Industries Pvt. Ltd.

1. The Managing Director,  
M/s. Salgaoncar Mining Industries Pvt. Ltd.,  
Salgaoncar Chambers, Margao, Goa
  2. M/s. Sova,  
Salgaoncar Chambers,  
P.O. Box No. 114, Margao,  
Goa-403 601
  3. The Managing Director,  
M/s. Marzook Cedar Pvt. Ltd.,  
Salgaoncar Chambers,  
P.O. Box No. 35, Margao,  
Goa-403 601
- ... 1st Party

Vs.

Their Workmen

The General Secretary,  
United Mine Workers Union,  
G-5, Macado Appt., Tisk-Ponda,  
Goa.

... Second Party

#### APPEARANCE:

FOR THE EMPLOYERS : Mr. Oswald Fernandes,  
Advocate

FOR THE WORKMEN : Mr. P. Gaonkar,  
Representative of the  
Union

Date of reserving the Award : 27-1-2010

Date of passing the Award : 8-3-2010

#### AWARD

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-29011/4/2009-IR(M) dated 31st July, 2009 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of (1) M/s. Salgaoncar Mining Industries Pvt. Ltd. (2) M/s. Sova (3) Marzook and Cedar Pvt. Ltd. In closing their Mine and Beneficiation Plant at Tatodi, Sanguem, Goa and terminating the employment of 140 workmen as stated by the United Mine Workers Union vide their representation dated 19-2-2009 (Annexure 1) is legal and justified ? To what relief the workmen are entitled for ?”

2. Claim statement is filed by the Union at Exhibit 5 making out the case that, the said Union is a registered Union and was formed for the welfare of the employees working with 1st party. 1st Party is running 3 mines by name M/s. Bagaler Mines, M/s. Sova and M/s. Marzook Cedar Private Limited. According to Union workers involved in the Reference were working with the 1st party in the above 3 mines and beneficiation plant at Tatodi. According to Union operation of the above named 3 mines and the other beneficiation Plant were and are carried out by M/s. Salgaoncar Mining Industries Pvt. Ltd. and the ore which is extracted from the said 3 mines is exported by M/s. Salgaoncar Mining Industries Pvt. Ltd. According to Union M/s. Sova is a mining establishment having leased mine at Tatodi, Sanguem-Goa having its office at Salgaoncar Chambers, Margao-Goa. It is stated by the union that, M/s. Marzook Cedar Pvt. Ltd. is the mining establishment having Mining Lease at Tatodi-Sanguem-

Goa and having its office at Salgaoncar Chambers, Margao-Goa. According to 2nd Party these Mining lease are operated by M/s. Salgaoncar Mining and the ore is being extracted from the said mining lease and exported directly by M/s. Salgaoncar Mining Industries Pvt. Ltd. According to Union it has engaged more than 140 employees and most of the workers involved in the reference were working for more than 19 years continuously. It is case if the Union that, they have not been paid properly and no facilities were offered to them. It is case of the Union that, 1st Party has violated the provisions of Payment of Wages Act. It is case of the Union that, no bonus is paid, nor incentive given and unfair labour practice is followed by the employers. So it is case of the 2nd Party Union that, for the benefit of the employees it was formed and most of the employees working with 1st Party became members of the 2nd party Union. It is case of the Union that, 1st Party started harassing the workers and decided to terminate their services and they were terminated without following due process of law. It is case of the Union that, management did not allow them to work from 5-1-2009. It is case of the Union that, so the members through Union took up the matter with the Assistant Labour Commissioner (Central) Vasco da-gama-Goa for conciliation. It is case of the Union that, as no response was given by the Management failure report was submitted by Assistant Labour Commissioner and reference sent for adjudication by Government of India, Labour Ministry. According to 2nd Party Union closing down of Mines and depriving the workers who are more than 140 is nothing but unfair labour practice adopted by the 1st party. The decision taken by 1st party of closure of the Mines and/or discontinuing the operations and not allowing the workers to report on duty require to declare as illegal. According to 2nd party Union, now 1st party has started functioning with new employees. So it is prayed that, 1st party be directed to employ the workers who are members of the 2nd Party Union who are working with it and declare closure was illegal and the decision of the 1st Party in terminating the services of these workers under the guise of closure not legal, proper. It also request to direct 1st Party to take them in the employment with benefits of continuity of service and payment of full back wages.

3. Even 2nd Party filed interim relief application at Exhibit 10 praying to direct 1st Party to take its members in the employment and estop it from engaging new employees.

4. 1st Party was served vide Exhibit 6 to 9 and Advocate for 1st party appeared and filed his appearance at Exhibit 11. He also applied for adjournment vide Exhibit 12. Even then written statement was not filed. the order to proceed *ex parte* against the Management was passed permitting 2nd Party to lead *ex parte* evidence.

5. In view of the above position following points arise for my determination which I answer as under :

Points	Findings
1. Whether 2nd Party is entitled for the reliefs sought ?	Yes to some extent
2. What order ?	As per the Order passed below

#### REASONS:

6. Case of the 2nd Party is that, 1st party is engaged in unfair labour practice, without following the procedure of a law as it decided to terminate them. It is case of the Union that, even it stopped workers in reporting on duty with effect from 5-1-2009. According to Union decision taken by 1st party of closing its mines is nothing but unfair labour practice. It is case of the Union that, It learnt 1st party has now started its business with the help of new employees. So it is prayed, by filing interim relief application, to direct 1st party to take these employees first.

7. To support that, 2nd Party filed affidavits of Prakash Morajkarat Exhibit 14 and Govind Gaonkar at Exhibit 15 in the form of their examination-in-chief.

8. 1st party by letter dated 12-1-2010, at Exhibit 13, addressed to this Tribunal, by sending postal correspondence, contending that it want to express strong protest for wasting their time and the time of this Tribunal to deal with the dead and cremated dispute. According to M/s. Sova and Marzook and Cedar Pvt. Ltd. the workers who are members of the Union started disorder in the working of the mine and created unrest in the operation of the mine who ultimately decided to go on strike to bring the operations to the stand still causing heavy loss to the Management. It is further stated in the said letter that, realizing this plan of the workers, Management took preventive and counter measures by putting lock-gate and each and every worker was paid their full dues, wages, etc. as per the list attached with the said letter. It is further contended that, this Tribunal should take cognizance of the said letter as well as letter addressed to the Assistant Labour Commissioner, Vasco-da-Gama. It is also informed by the said letter that, for the mining machinery which valued several crores, the Management sought Police protection by writing letter to the Police Inspector. It is also informed that, having made full payment to each and every worker to their entire satisfaction, there is no more cause of action of grievance of the workers. It is further stated that, Union has collected large amount of money from the workers for the settlement payments and they have made payment of more than Rs. 141 lakhs to the workers. It is stated that, in this background there is no any point remain to decide and dispute raised by the Union be treated as not in existence.

9. On that, 2nd Party gave reply to it.

10. Here the way in which the Reference is going on and the way in which the parties are appearing, that too by postal correspondence, I feel that, they have taken subject matter in wrong way. The Claim Statement is filed by the 2nd Party under the signature of one 'P. Gaonkar'. His designation is not mentioned under his signature what is his status, designation and who is he though in the verification column he mentioned as General Secretary of the Union. Even interim application is filed with the signature of "Puti Gaonkar" without disclosing his identity, position and status in signing the same. The said is replied by one of the 1st Party who is in the name of M/s. Sova and Marzook and Cadar Pvt. Ltd. by letter dated 12-1-2010 pointing out that, the matter is settled, compensation paid and nothing remains to be paid to the workers. Even list of the benefited submitted. However, no supporting evidence is lead on that point. When the matter was fixed for recording the evidence, or leading evidence by both, here Union filed affidavit in support of their reply. In the Claim statement Union prayed to direct the employer to reemploy those workers. They also prayed to restrain 1st party in engaging contract workers. Whereas subject matter of the Schedule is "whether action of the Management in closing Mine and other Beneficiation Plant and terminating the employment of 140 workers is legal and just?" As far as claim of the Union prayed in the Claim Statement and the subject matter of the Reference is concerned they are quite different.

11. Anyway affidavit to that effect is made out. Said affidavit is not challenged by 1st party. There is no cross on that affidavit nor prayer prayed in the Claim Statement is challenged. However, prayer of the Union to restrain 1st Party in not engaging contract workers cannot be considered unless and until contract employees are prohibited by Government of India. so I reply this point to that effect and passes the following order :

#### ORDER

(a) Reference is partly allowed directing 1st party to give priority to the members of the Union in the employment while continuing its activities.

(b) No order as to its costs.

A. A. LAD, Presiding Officer

Mumbai, 8th March, 2010

नई दिल्ली, 12 अप्रैल, 2010

का. आ. 1188.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचीन रिफाइनरी इम्प्लाइज केन्टीन को.ओ. सोसाईटी के प्रबंधतात्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 23/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-2010 को प्राप्त हुआ था।

[सं. एल-30011/34/2007-आई आर (एम)]  
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 12th April, 2010

**S.O. 1188.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2007) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Cochin Refinery Employees Canteen Coop. Society and their workman, which was received by the Central Government on 12-4-2010.

[No. L-30011/34/2007-IR(M)]  
KAMAL BAKHRI, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT :

Shri P.L. Norbert, B.A., LLB., Presiding Officer

(Friday the 25th day of February, 2010/6th Falgunam, 1931)

#### I.D. 23/2007

Union : The General Secretary,  
Cochin Refinery Employees Canteen,  
Co-op. Society Canteen Employees  
Union, Ambalamughal,  
(Kerala)-682 302

By Adv. Sri. C. Anil Kumar

Management : The President,  
Cochin Refinery Employees,  
Canteen Co-op. Society,  
Ambalamughal (Kerala)-682 302

By Advs. M/s. Menon & Pai

This case coming up for hearing on 24-2-2010, this Tribunal-cum-Labour Court on 25-2-2010 passed the following.

#### AWARD

This is a reference made under Section 10 (1)(d) of Industrial Disputes Act. The reference is :

"Whether the action of the management of Kochi Refinery Employees Canteen Co-operative Society in extending the training period from the year 2000 to 2003 and delaying their regularisation till then is

fair and just ? If not, to what relief they are entitled to ?

2. The facts of the case in brief are as follows : 25 persons were selected and appointed as Canteen Trainees in the Kochin Refineries Employees Canteen Co-operative Society in 1999. The canteen is run by the Society on behalf of Cochi Refineries Limited. The members of the society are the employees of Kochi Refineries Limited. The training was initially for a period of 12 months. It was extended 3 times. After 4 years training they were appointed as Probationary Canteen Boys in 2003. On completion of the probation (one year) they were confirmed in service of the Society as Canteen Boys. The grievance of the union which has espoused the cause of 25 canteen boys is that the normal period of training being one year the management went on extending the training without any reason, despite the fact there were sufficient vacancies to absorb all of them. It is also pointed out that one of the terms in the notification, calling for applications for the post of canteen trainees, was that on completion of training, the candidates would be absorbed in future vacancies. But the management did not do so. As a result they had to be content with stipends alone for a period of 4 years and suffered great monetary loss. They are entitled for absorption on completion of training for one year.

3. It is the case of the management that though the initial period of training was one year it was extended at the request of trainees. The vacancies of canteen boys arose only in 2003 and all the trainees were absorbed then. There was no promise to absorb the trainees on completion of training for one year. The trainees have no right to claim absorption. They have no right to get their pay fixed before their regular appointment. The period of training at any rate cannot be treated as regular service. The stipend was increased from time to time. After having requested for extension of training they cannot question it after absorption. There is nothing illegal in extending the training.

4. In the light of the above contentions the following points arise for consideration :

- (1) Whether the extension of training beyond one year is fair and legal ?
- (2) Are the Trainees entitled for absorption on completion of 12 months' training ?

5. The evidence consists of the oral testimony of WW1 (Canteen Boy) and documentary evidence of Exts. W1 to W-32 on the side of union and MW1 and Exts. M1 to M-9 on the side of management and Court Exts. Ext X-1 to X-3.

6. Point Nos. 1 and 2 : 25 workmen involved in this case had applied for the post of canteen trainees in pursuance to paper advertisement made by the

management society. Ext. W2 is the paper advertisement. The educational qualification, age etc. were mentioned in the advertisement. The period of training was fixed as one year and the remuneration was Rs. 1,500 per month as stipend. It was also mentioned in the notification that the trainees may be considered for absorption as canteen boys against future vacancies subject to recruitment rules of the society. The workmen were called for written test. One of such letters calling for the test is Ext. W3 dated 30-9-1999. Ext. W-15 is one of the orders of appointment as canteen trainee dated 19-11-1999. The order mentions that the period of training will be 12 months. It is also mentioned that on successful completion of the training suitable candidates will be considered for regular employment as canteen boys subject to availability of vacancy. It is further stated that training does not create any obligation for regular employment. The training as per Ext. W-15 order completed by 19-11-2000. But the management extended the period of training by another one year. It is the case of the union that there were sufficient vacancies of canteen boys to absorb all the trainees on completion of training for one year. But the management with a view to extract work on payment of nominal remuneration extended the period of training after getting requests from a few of the workmen. It is contended by the union that the workmen were not in a position to refuse to give request letters for extension of training, for fear of denial of regular appointment. In the similar manner the management extended the training again for a further period of one year. Lastly even without getting a request the training was further extended for another one year (a third time). Thus the training period was altogether four years from 1999 to 2003. Exts. W8, 9 and 10 are orders of extension of training issued to one of the workmen (WW1). According to WW1 he had not given any request for extension of training. The management obtained requests from a few workmen and on the basis of that, the training period of all were extended from time to time. However for the last period of extension there were no requests from anyone. It is pointed out by the union that for the previous batch the training period was only one year. Ext. W14 appointment order dated 1-11-1999 is produced to support the contention. It is an appointment order issued to one Shibu K. Joseph as canteen boy. Ext. W14 refers to the letter dated 29-10-1998 appointing him as trainee. It is thus evident that Shri Shibu K. Joseph underwent training only for a period of one year. In the case of another canteen trainee of the previous batch, Sri P. O. Joy his training period was one year initially and was extended by 6 months. Ext. W16 is the order of extension of training issued to Sri P. O. Joy. The reason stated for extension is that his training was not satisfactory and the extension was given for improvement and that his performance will be closely watched. Ext. W17 is a letter issued to another candidate of the previous batch calling him to submit application to the post of canteen trainee if he was interested. A copy of

the paper advertisement was also attached to the letter. The training period mentioned in the advertisement is one year.

7. The documents referred above reveal that the period of training intended by the management for canteen trainees is one year. If the management is not satisfied with the performance of a trainee he will be asked to undergo a further period of training and that period has to be fixed by the management. Whether training should be extended or not is to be decided by the management. The trainees have no say in the matter. Normally when the performance is not satisfactory training is extended. The period of one year is fixed by the management knowing fully well that period is sufficient to prepare a trainee for undertaking the regular work of a canteen boy. The deviation from such an existing practice can be justified only if management is not satisfied with the performance of any particular or a few named trainees, but not trainees in masses. Nowhere the management has a case that the performance of trainees was not satisfactory, the management is not supposed to act on the wish and will of a trainee for extending the training. The trainees never agreed to undergo further training without stipend. On the other hand the management increased their stipend in the second year. When the training was further extended a 3rd time again stipend was increased to Rs. 5,000 per month. Thus the training was extended at the cost of management, assuming it was done at the request of trainees. After one year of training the management could have relieved them and asked them to wait until they are called back for regular appointment. Instead the training was extended for a period of four years.

It is contended in the claim statement that in fact no training was imparted by the management. On the other hand the trainees were made to work along with permanent workers. WW1 the Joint Secretary of the Union and one of the workmen has stated in the chief examination (by proof affidavit), para 3 and 4 that no training was imparted to the trainees. All the 25 trainees had already undergone one year certificate course in food craft and six months' course of job training which are recognised by Government of Kerala. The trainees were deputed to do the work along with permanent canteen workers. They were doing the same work as that the permanent workers. Their work was serving food, cleaning, washing, assisting cooks, store keeping etc. These are not skilled work and no much time is required for learning the work. To prove the nature of work they were doing during the period of training, Ext. W4, 5, 6 and 7 duty schedules are produced. MW1 the President of the Society has admitted in the cross examination (page-4) that in respect of prior batch of trainees the period of training was one year and on completion of that period of training they were absorbed. He has further deposed that the duties of canteen boys are cleaning of canteen and its surroundings, cutting of

vegetables, washing plates and vessels etc. except cooking. He also admits that the trainees were working along with the permanent workers. He says that after regulation in 2003 there was no change in the duties of these trainees (page 5 of cross-examination). The witness also says that there is no guideline regarding the period of training. It is also stated that sometimes training for more than one year is required (page 8 of cross-examination) and that, as part of work the trainees are trained and no separate training is required (page 9). There is no dispute that the stipend of trainees initially was Rs. 1,500 per month and was enhanced to Rs. 3,000 and then to Rs. 5,000. Considering the nature of the work that the canteen boys have to do as deposed by MW1 and WW1 I fail to understand why such a long period of four years is required for training. The management give no reason for extension of training other than that the trainees wanted it. The contention carries no conviction. Whereas the case of the union, that the trainees had no other way than to succumb to the demand of management for request letters for extension of training, appears to be more probable.

9. The union had made a representation to the management in 2005 wherein it is stated that in the history of the canteen the training had never been extended to a period of 4 years. Ext. W29 and 30 are representations of the workmen to the President of the Society regarding extension of training and deliberate delay in absorbing them. Ext. W31 is another representation of the union to the management. It is to be noted that during the period of training the trainees could not have raised their voice against extension of training for fear of non absorption. Their silence does not amount to concurrence. It was argued by the learned counsel for the management that having accepted the appointment order as canteen boys in 2003, they are estopped from questioning the training. The learned counsel relies on two decisions to support his contention, reported in State of Punjab & Ors. V. Krishan Niwas, 1997 1 CLR 855 and Union of India & Anr. V. N. M. Dhobi, 2006 1 CLR 587. Both are not applicable in the facts of this case because in both cases the affected employees were heard by concerned authorities and a considered order was passed. But in the instant case no authority has passed any order regarding the extension of training in order to debar from challenging it under I.D. Act. It is the case of the union that the trainees were made to work over time during training and they were given overtime allowance besides stipend. the Acquittance Rolls, Exts. W18 and 19 series reveal this. They are produced to support the contention of the union that the trainees were given OT work because there was shortage of regular hands in the canteen. The management, if wanted, could have absorbed the workmen on completion of training of one year.

10. It is contended by the union that regular appointment was delayed purposely to deny benefits

under settlement. Ext. M9 is a settlement dated 18-12-2003 between the permanent canteen employees' union and management. The terms of settlement were effective from 06-11-1998 for a period of 10 years. It is pointed out by the union that as per Clause 8.3 of Ext. M9 the workmen who have joined service in the canteen on or after 01-09-2000 are eligible only for mere revised scale of pay and allowances and their pay is to be fixed at the minimum of the revised scale of pay without fitment benefits provided in Clauses 8.1 and 8.2. Hence the union contends that with a view to deny the fitment benefits under Clause 8.1 and 8.2 the absorption of trainees was deliberately delayed until the signing the settlement on 18-12-2003. It is submitted by the union that the minutes of the discussions held on 3-08-2003 prior to the signing of Ext. M9 shows that the workmen who had joined service in the canteen on or after 06-11-1998 are eligible for the revised scale of pay and allowances with all fitment benefits. But when Ext. M9 settlement was signed it was stipulated that those who joined service on or after 01-09-2000 are not eligible for fitment benefits.

11. It is to be remembered that neither in the appointment orders as Canteen Trainees nor in the extension orders it was mentioned that on completion of training for a period of one year or extended period, they shall be absorbed. But the stipulation in the orders was that the trainees may be considered for absorption subject to recruitment rules and future vacancies. In other words as of right they cannot claim absorption, much less within a certain period. It is for the management to decide who should be absorbed and when. Therefore that contention of the union is unsustainable. The trainees can claim benefits of settlement only on absorption. Before that as they were not parties to the settlement, no terms of settlement are applicable to them.

12. Exts. M3 and M5 are applications of one of the workmen (Sri Sunil Damodaran) for extension of training. However before extension of training a 3rd time (for the period 2002-2003) there was no request from anyone. Ext. M7 is the order of extension of training dated 12-11-2002. The trainees were absorbed as canteen boys w.e.f. 15-11-2003. Nowhere the management has stated that the performance of anyone of the trainees was unsatisfactory. Therefore there is no justification in extending the period of training, and that too for four years. It is unreasonable, unnecessary and an unfair labour practice. The trainees were given stipend and no other benefits during the whole period of four years. No weightage was given to the service rendered during the training while fixing the initial pay. No doubt the trainees cannot claim the scale of pay permanent workers for the period of training. But by protracting the training and extracting the same quantum of work as that of permanent employees the management has benefited, while the trainees have suffered great monetary loss for

3 years of extended training. Since the management has acted fairly it is only proper to give them weightage of service as trainees.

In the result an award is passed finding that the action of the management in extending the training from 2000 to 2003 is unfair and unjust and the management is directed to give weightage to the service rendered by them during extended period of training for 3 years (2000 to 2003) while fixing their initial pay. However I hold that the trainees cannot claim absorption from any particular period and it is the prerogative of the management to absorb.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 25th day of February, 2010.

P. NORBERT, Presiding Officer.

## APPENDIX

### Witness for the Union :

WW 1      M. T. Mahesh      26-05-2009.

### Witness for the Management :

MW1      Arun Kumar Das 14-10-2009

### Exhibits for the Union :

- |     |   |
|-----|---|
| W-1 | Award in I.D. 17/2006 dated 02-08-2006 of CGIT-cum-Labour Court, Ernakulam                              |
| W-2 | Copy of the newspaper publication published by the management in Malayala Manorama daily on 23-07-1999. |
| W-3 | Copy of the letter dated 30-09-1999 issued by the management to Mahesh M.T.                             |
| W-4 | Copy of Work allocation by the management from 30-10-2000 to 5-11-2000.                                 |
| W-5 | Copy of the duty roster for 09-07-2001 to 15-07-2001.   |
| W-6 | Copy of the duty roster for 26-11-2001 to 2-12-2001.  |
| W-7 | Copy of the duty roster for 11-03-2002 to 17-03-2002.   |
| W-8 | Copy of the letter dated 11-01-2001 issued by the management to Mahesh M.T.                             |
| W-9 | Copy of the letter dated 21-11-2001 issued by the management to Mahesh M.T.                             |

W-10	Copy of the letter dated 12-11-2002 issued by the management to Mahesh M.T.	W-23(a)	Copy of Wage slit issued to Bindu C. V. for October, 2003.
W-11	Copy of the work allocation order issued by the management for DHDS Canteen.	W-23(b)	Copy of Wage slit issued to Bindu C. V. for November, 2003.
W-12	Copy of work allocation by the management from 20-10-2003 to 26-10-2003.	W-23(c)	Copy of Wage slit issued to Bindu C. V. for December, 2003.
W-13	Copy of the letter dated 27-11-2003 issued by the management to Mahesh M. T.	W-23(d)	Copy of Wage slit issued to Bindu C. V. for January, 2004.
W-14	Copy of the letter dated 1-11-1999 issued by the management to Shibu K. Joseph.	W-24	Copy of letter dated 21-11-2005 issued by the union to the management.
W-15	Copy of letter dated 19-11-1999 issued by the management to Mahesh M.T.	W-25	Copy of the letter dated 19-11-2002 issued by the management to the Executive Director (HR), KRL.
W-16	Copy of the training extension order dated 1-11-1999 issued by the management to P.O. Joy.	W-26	Statement regarding medical expenses incurred by the management during July, 2005.
W-17	Copy of letter dated 24-07-1998 issued by the management to Indrajith K. P.	W-27	Copy of minutes of discussions held on 13th August, 2008 between the management and the union.
W-18	Copy of payroll of the management for December, 1999.	W-28	Copy of minutes of discussions held on 27-11-2003 between the management and the union.
W-19(a)	Copy of payroll of the management for March, 2001.	W-29	Copy of the representation submitted by 26 canteen employees to the management.
W-19(b)	Copy of payroll of the management for March, 2002.	W-30	Copy of the representation dated 16-01-2005 submitted by the Canteen Employees to the management.
W-19(c)	Copy of payroll of the management for September, 2003.	W-31	Copy of the representation dated 14-03-2005 submitted by the Canteen employees to the Union.
W-20(a)	Copy of the arrears summary of James Yohannan.	W-32	Copy of Appointment Letter issued to Sri Rajesh P. by the management on 14-06-2008.
W-20(b)	Copy of the arrears summary of K. A. Kareem.		<b>Exhibits for the Management :</b>
W-21(a)	Copy of Wage slit issued to Mahesh M.T. of November, 2003.	M-1	Copy of the advertisement in Newspaper.
W-21(b)	Copy of Wage slit issued to Mahesh M.T. for December, 2003.	M-2	Copy of the letter of appointment dated 19-11-1999 issued to Sri Sunil Damodaran.
W-21(c)	Copy of Wage slit issued to Mahesh M.T. for January, 2004.	M-3	Copy of the application for training extension dated 16-11-2000.
W-22(a)	Copy of Wage slit issued to C. Sajeevan for October, 2003.	M-4	Copy of the letter dated 11-01-2001 issued to Sri Sunil Damodaran.
W-22(b)	Copy of Wage slit issued to C. Sajeevan for November, 2003.	M-5	Copy of the application dated 21-11-2001.
W-22(c)	Copy of Wage slit issued to C. Sajeevan for December, 2003.		
W-22(d)	Copy of Wage slit issued to C. Sajeevan for January, 2004.		

- M-6 Copy of the letter dated 21-11-2001 issued by the management to Sri Sunil Damodaran.
- M-7 Copy of the letter dated 12-11-2002 issued by the management to Sri Sunil Damodaran.
- M-8 Copy of the letter dated 27-11-2003 issued by the management to Sri Sunil Damodaran.
- M-9 Copy of the settlement dated 18-12-2003 issued by the management to Sri Sunil Damodaran.

**Court Exhibits :**

- X-1 Letter sent by C. V. Venu, President of Cochin Refineries Employees' Consumers Co-op. Society Ltd. No. E-226 dated 29-11-2000 and 30-11-2000 to Ms. Bindu V. G. regarding appointment as Stores Trainee.
- X-2 Letter sent by C. V. Venu, President of Cochin Refineries Employees' Consumers Co-op. Society Ltd. No. E-226 dated 28-05-2002 to Ms. V. G. Bindu regarding appointment as Store Assistant.
- X-3 Letter sent by President of Cochin Refineries Employees' Consumers Co-op. Society Ltd. No. E-226 dated 09-06-2003 to Ms. V. G. Bindu regarding Confirmation in Service.

नई दिल्ली, 12 अप्रैल, 2010

**का. आ. 1189.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 10/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-2010 को प्राप्त हुआ था।**

[सं. एल-17012/12/2009—आई आर (एम)]  
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 12th April, 2010

**S.O. 1189.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2010) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of L.I.C. of India and their workman,

which was received by the Central Government on 12-4-2010.

[No. L-17012/12/2009-IR(M)]  
KAMAL BAKHRI, Desk Officer

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM****PRESENT :**

Sri P. L. Norbert, B.A., LL.B., Presiding officer.

(Wednesday the 19th day of March, 2010/  
28th Falgunam, 1931)

**I. D. 10/2010**

Workman : Shri K. K. Thomas,  
Kannikakonil,  
Nedunkandom P.O., Idukki.

Management : The Sr. Divisional Manager,  
LIC of India, Divisional Office,  
Jeevan Prakash, P.B. No. 609,  
Nagampadom, Kottayam-686 001.

By Adv. S. Easwaran

This case coming up for hearing on 19-03-2010, this Tribunal-cum-Labour Court on the same day passed the following.

**AWARD**

This is a reference made under Section 10(1)(d) of Industrial Disputes Act whereby the workman has challenged the action of management (LIC of India) in terminating his service.

2. On summons the management alone entered appearance. Though workman accepted summons on 24-02-2010 he did not appear on 8-3-2010 to which date the case was posted for appearance. The case was adjourned again to this day for his appearance. But he is absent and nobody has represented him. Therefore it has to be presumed that there is no existing dispute for adjudication.

In the result an award is passed finding that the action of the management in terminating the service of the workman is legal and justified and he is not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

(Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 19th day of March, 2010).

P. L. NORBERT, Presiding Officer

**Appendix - Nil**

नई दिल्ली, 13 अप्रैल, 2010

**का. आ. 1190.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, मुम्बई के पंचाट (संदर्भ संख्या 68/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-2010 को प्राप्त हुआ था।**

[सं. एल-30012/12/2009—आई आर (एम)]  
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1190.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/2009) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Hindustan Petroleum Corporation Ltd. and their workman, which was received by the Central Government on 12-4-2010.**

[No. L-30012/12/2009-IR(M)]  
KAMAL BAKHRU, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT:

A. A. Lad, Presiding officer

#### REFERENCE NO. CGIT-2/68 OF 2009

Employers in relation to the management of  
Hindustan Petroleum Corporation Ltd.  
The Executive Director, MR. HPCL,  
Mumbai Refinery, B. D. Patil Marg,  
Mahul, Mumbai-400 074                          ... First party

AND

Their Workman,  
Shri Ashok Raghoba Ambre,  
4, Yashwant Bhagat Chawl,  
Vijay Nagar, Ayre Gaon, Dombivali (E),  
Distt. Thane-421-201                          ... Second Party

#### APPEARANCE:

For the Employer : S/Shri B. D. Birajdar and V. V.  
Birajdar, Advocates

For the Workman : Mr. M.B. Anchan,  
Advocate

Date of Reserving the Award : 26-2-2010

Date of Passing the Award : 4-3-2010

#### AWARD

The reference is sent to this Tribunal by the Under Secretary of Central Government, The Government of India, Ministry of Labour by its Order No. L-30012/12/2009-(IR-M) dated 28th August, 2009 in exercise of the powers conferred by Clause (d) of Sub-section (1) and Sub-sections (2A) of Section 10 of the Industrial Disputes Act, 1947 to decide :

“Whether the action of the Management of M/s. Hindustan Petroleum Corporation Ltd., Mumbai Refinery, Mahul Mumbai, retrenching the services of Shri Ashok Raghoba Ambre w.e.f. 6-2-2008 is legal and justified ? What relief the workman is entitled for ?”

2. Statement of Claim is filed by the 2nd Party concerned Workman at Exhibit 5 stating and contending that, he was appointed as a temporary Compounder-cum-Dresser from 17-10-1984 at the 1st Party's Fuel Refinery Clinic, Mahul, Mumbai. It is his case that, at the relevant time only two permanent Compounder-cum-Dressers were working there in two shifts i.e. morning and evening shifts and the concerned workman was working in the third shift against the permanent and regular post. It is his case that, in July, 1987 1st Party appointed Mr. M. Y. Salvi at the Fuel Refinery Clinic and after Mr. Salvi's joining Mr. Walekar and Mr. Ramdas were working in the 1st shift and general shift and Mr. Salvi and the concerned workman were working in the second and third shifts. It is contended by the concerned workman that, in Lube Refinery Clinic there were only two Compounder-cum-Dressers and there were two vacancies of Compounder-cum-Dressers. It is contended by the concerned workman that, for those vacancies in 1989, 1st Party appointed 2 Compounder-cum-Dressers through the Employment Exchange one for regular shift and the other for relieving the permanent Compounder-cum-Dressers, during leave, weekly offs and on holidays. It is further contended by the concerned workman that, in 1989 working hours of the employees were reduced from 48 hours to 42 hours per week. It is further contended by the concerned workman that, since more manpower was required in Fuel Refinery Clinic, two Compounder-cum-Dressers were transferred to fuel Refinery Clinic from Lube Refinery Clinic and Mr. M. Y. Salvi's services have been terminated from 1-5-1990. Therefore 5 Compounder-cum-Dressers were working in Fuel Refinery Clinic. It is contended by the concerned workman that, due to transfer from Lube Refinery Clinic there were two vacancies in Lube Refinery Clinic. It is contended by the concerned workman that, in November, 1991 Mrs. Geeta Karkhanis and Mr. Rathod resigned and in place of Mrs. Karkhanis the concerned workman was transferred to Lube Refinery Clinic therefore there were

3 vacancies in Lube Refinery Clinic and in Lube Refinery Clinic one Mr. Rajendra Hussure was appointed on temporary basis. It is contended by the concerned workman that, in 1992 on Mr. Mohan K Sawant was appointed on permanent basis as Compounder-cum-Dresser in Fuel Refinery Clinic in his place. It is contended by the concerned workman that, in June, 1992 1st Party advertised 5 posts of Compounder-cum-Dressers. It is his case that 1st Party appointed only 2 Compounder-cum-Dressers in 1993 and one in 1994 and in March, 1993 1st party appointed A. G. Powle and P. K. Bhavsar on permanent basis in Lube Refinery. It is contended by the concerned workman that, in October, 1994 the concerned workman was retransferred to Fuel Refinery Clinic and M. K. Sawant to Lube Refinery Clinic and on 23-12-1994 Mr. M. V. Rane was appointed as Compounder-cum-Dresser at Fuel Refinery Clinic. It is contended by him that, thus there were 6 Compounder-cum-Dressers in Fuel Refinery Clinic and 3 Compounder-cum-Dressers in Lube Refinery. It is his case that, from 1-9-1995 the Compounder-cum-Dressers was redesignated as Pharmacist. It is contended by the concerned workman that, in 1996 all of a sudden the concerned workman was verbally told not to report for work from 1-7-1996. It is contended by the concerned workman that, subsequently these Clinics were renamed as the "Occupational Health Centres". It is contended by the concerned workman that, he was appointed as a Compounder-cum-Dresser from 17-10-1984 against permanent post on daily wages. It is contended by the concerned workman that, since he was continuously working against a regular post and paid on daily rates he approached Hon'ble High Court, by filing Writ Petition No. 661 of 1992 in March, 1992, for regularization of his services and while the Writ Petition was pending 1st party orally terminated his services w.e.f. 1-7-1996. It is contended by the concerned workman that, he raised in industrial dispute vide Reference No. CGIT-5 of 1998 where the CGIT-1, Mumbai by passing an Award dated 10-4-2003 held that, the Reference is answered by saying that, the workman stands reinstated in services from 1-7-1996 with back wages of Rs. 55 per day as daily wages and since his Writ Petition for regularization was pending in the High Court Tribunal did not pass any order for regularization. It is contended by the concerned workman that, inspite of the Award for reinstatement, the concerned workman was not reinstated in the service by the 1st party. It is contended by the concerned workman that, 1st Party filed Writ Petition being No. 1491 of 2004 which was dismissed by an order dated 8-3-2004 against which 1st Party filed Letters Patent Appeal No. 114 of 2004 which was also dismissed by the Hon'ble High Court vide order dated 8-6-2004. It is contended by the concerned workman that, subsequently vide order dated 28-1-2005 Hon'ble High Court allowed the Writ Petition filed by the workman confirming the workman from the date of filing of the Writ Petition i.e. from 16-3-1992. It is contended by the

concerned workman that, against the Hon'ble High Court's order 1st Party filed S.L.P (Civil) No. 10819 of 2005. It is contended by the concerned workman that the Apex Court vide order dated 15-1-2008 allowed the S.L.P and set aside the High Court's order with observations that, "since the workman is working with the Management since 1984 and by now he has completed more than two decades, his case for permanency be considered by the Corporation sympathetically and that, if there is age bar in considering the case of the Writ Petitioner for permanent appointment, the Appellant Corporation will not treat the Writ Petitioner ineligible on that count in view of the fact that he is already in services of the Corporation since 1984. If there are statutory rules/administrative instructions/guidelines which require minimum educational qualification and/or experience, it is open to the Corporation to insist compliance with such rules/instructions of the guidelines. But if there is power of relaxing with the Corporation or any of its officers, the Appellant Corporation will consider that aspect as well as keeping in view the fact that the Writ Petitioner was appointed in 1984, has completed service of more than twenty years and is having rich experience". It is contended by the concerned workman that, inspite of Apex Court's order for considering his case for permanency, 1st Party did not consider his case for permanency inspite of repeated requests. It is contended by the concerned workman that, therefore, he filed Contempt Petition No. 181 of 2008 and 1st Party did not reinstate him inspite of Awards and the order confirming the Award by the Apex Court in SLP. It is his case that, without making him permanent 1st Party declared him surplus vide order dated 31-5-2008 and by another order of the same date retrenched the concerned workman from services. It is contended by the concerned workman that, against the said termination order he filed Writ Petition No. 1648 of 2008 challenging his termination and since the I.d. Advocate for the Petitioner wanted to raise an industrial dispute the said Writ Petition was disposed of by the Hon'ble Bombay High Court vide order dated 15-9-2009 with directions that, if the Petitioner approached the Conciliation Officer, he may submit his failure report within a period of four weeks from receiving the application from the Petitioner and the 'Appropriate Government' after receiving such failure report from the Conciliation Officer may refer the dispute to the appropriate Court within a period of six weeks from receipt of such failure report from the Conciliation Officer and in case the dispute is referred to the appropriate Courts to whom it may try to adjudicate the dispute within a period of six months from the date of reference. It is contended by the concerned workman that, subsequently Contempt Petition No. 181 of 2008 was disposed of vide order dated 10-11-2008, clarifying that, if the Petitioner has suffered any monetary loss or has been deprived of any other benefits as a result of the order of reinstatement in services from 1-7-1996 not having been allegedly complied with as per the said order dated

10-4-2003, it would be open to the petitioner to claim the same in appropriate proceedings. It is contended by the concerned workman that, subsequently he raised the industrial dispute vide letter dated 30-9-2008 and after holding the Conciliation proceedings, the Conciliation Officer submitted his failure report dated 29-1-2009 and the Central Government referred the above dispute to this Tribunal for adjudication vide order dated 28-8-2009.

3. It is contended by the concerned workman that, his retrenchment is with mala fide intention since he had filed the Writ Petitions against the Management for his permanency. It is his case that, as stated hereinabove, in 1984 there were three permanent posts of Compounder-cum-Dressers and the 1st Party filled in only two posts and the concerned workman was regularly working against the third post like the permanent but he was paid wages on daily rates. It is, therefore, contended by the concerned workman that, he was entitled for permanency from the date of filing of the Writ Petition i.e. 16-3-1992. It is contended by the concerned workman that, the Apex Court set aside the High Court's order and recommended to 1st party for considering his case for permanency after relaxing the recruitment rules. It is contended by the concerned workman that, instead of respecting the Apex Court's order the Management neither reinstated him in service nor made him permanent but his services were terminated and his juniors were appointed and made permanent. It is contended by the concerned workman that, as stated above in 1984 there were three permanent posts of Compounder-cum-Dressers and the 1st party had filled in 2 posts only for two shifts only and for the third shift no permanent appointment was made and he was working against the said post on regular basis. It is his case that, there was a vacancy of Compounder-cum-Dresser as Mr. Naganna B., Chincholi was transferred to Jamnagar Petroleum Pump at Gujarat, which was a permanent post and the said is lying vacant till date. It is contended by the concerned workman that, said Chincholi was Junior to him and even Sanjay T. Walekar appointed on 9-12-1985, N.B. Chincholi appointed on 10-7-1989, N. K. Hulsure appointed on 11-8-1989, M. K. Sawant appointed on 24-4-1992, Powle appointed on 3-3-1993, P. K. Bhavsar appointed on 22-3-1993 and V. M. Rane appointed w.e.f. 23-12-1994 who were appointed after relaxing the educational qualifications. It is contended by the concerned workman that, the 1st Party also appointed Dinesh Pawar and Sushil Kamble in 2007, Prashant Chopde in April, 2008 Vijay Anant in 2009 and Vinod Gothadkar as temporary Compounders-cum-Dressers. It is contended by the concerned workman that, Gothadkar is still working. It is his case that, they were appointed through Bina Nursing Bureau, Sion, Mumbai. It is contended by the concerned workman that, after retaining his juniors he has been terminated with mala fide intention. It is contended by the concerned workman that, the Apex Court has

advised the 1st Party to regularise him after relaxing the recruitment rules, if they have powers. It is his case that, 1st Party has powers to relax the recruitment rules and 1st Party has relaxed in the case of Mohan K. Sawant, A.G. Powle and P. K. Bhavsar after relaxing the educational qualifications. It is, therefore, contended by the concerned workman that, the action of the 1st Party in terminating his services is illegal, mala fide and not justified. It is contended by the concerned workman that, 1st Party has contravened Section 25H of the Industrial Disputes Act, 1947 and his juniors have been retained in services and he was retrenched on this ground also his retrenchment is illegal and unjustified. It is contended by the concerned workman that, he is unemployed from the date of termination inspite of his efforts to get a suitable job. It is, therefore, prayed by the concerned workman that, the action of the 1st Party be declared as illegal and not justified and 1st Party be directed to reinstate him with benefit of full back and continuity of service.

4. This is disputed by the 1st Party by filing Written Statement at Exhibit 8 stating and contending that, 1st Party, the Corporation is a Government of India Undertaking under the Administrative jurisdiction of Ministry of Petroleum and Natural Gas and is in the business of Refining and Distribution of Petroleum products having its registered office at Mumbai and two Refineries at Mumbai and Visakhapatnam, Zonal Offices, Terminals, Regional Offices, LPG Plants and Top's etc. spread all over India. It denied that, the concerned workman was appointed as a temporary Compounder-cum-Dressers w.e.f. 17-10-1984 at Fuel Refinery Clinic of the 1st Party. It is admitted by 1st Party that, two Compounders-cum-Dressers were working at the Refinery Clinic but denied that the concerned workman was working in the 3rd shift against the regular post. It is case of the 1st Party that, engagement of the services of M. Y. Salvi has no relevance in the present reference. It is contended by the 1st Party that, Valekar and Ramdasi were employed on regular basis and as far as the 2 vacancies of Compounders-cum-Dressers are concerned the said vacancies have been filed in my following the statutory norms and the said candidates were eligible to be employed as Compounders-cum-Dressers. It is contended by the concerned workman that, the claim raised by the concerned workman regarding reduction of working hours from 48 hours to 42 hrs. In Mumbai Refinery of the Corporation has no relevance in the present reference and similarly the issue of engaging the services of Mrs. Geeta Kharkanie and Mr. Rathod has no relevance in the present reference. It is not disputed by the 1st Party that, Mahesh Sawant was appointed as a Compounder-cum-Dresser on permanent basis and in 1992 it had advertised for 5 posts of Compounder-cum-Dressers and 2 persons were appointed as Compounders-cum-Dressers in 1993. It is denied by the 1st Party that, in October, 1994 the concerned workman was transferred to

Fuel Refinery Clinic and M. K. Sawant was transferred to Lube Refinery Clinic. It is not disputed by the 1st Party that Mr. M. V. Rane was appointed as a Compounders-cum-Dresser and denied that, there were six Compounders-cum-Dresser in Fuel Refinery Clinic and three Compounders-cum-Dresser in Lube Refinery Clinic in 1994. It is also not disputed by the 1st Party that, in 1995 Compounders-cum-Dresser were re-designated as 'Pharmacists'. It denied that, the concerned workman was appointed as a Compounder-cum-Dresser from 17-10-1984 against the permanent post. It is contended by the 1st Party that, the concerned workman was not appointed on regular basis. It is contended by the 1st Party that, it is a matter of record that, his alleged dispute was referred to CGIT, being CGIT No. 5 of 1998 and award dated 10-4-2003 was passed in the said matter and the Corporation complied with the Award dated 10-4-2003 of the CGIT No. 1. It is contended by the 1st Party that, the concerned workman filed Writ Petition No. 661 of 1992 before the Hon'ble High Court, Mumbai for regularisation of his services and the Hon'ble High Court directed 1st Party Corporation to make 1st Party Applicant as permanent employee of the Corporation. It is case of the 1st Party that, the Corporation moved the Apex Court against the said order of the Hon'ble Bombay High Court and subsequently the Apex Court decided the matter in favour of the Corporation and has set aside the order of Hon'ble High Court. It is denied by the Corporation that, 2nd Party was working against a regular/permanent post. It is contended by the 1st Party that, it had paid back wages to the concerned workman for the period 1-7-1996 to 10-4-2003 and thereafter he was being paid applicable Minimum wages till 31-5-2008 (except for the period 10-4-2003 to 19-11-2003) in view of the CGIT Award even though he was not physically engaged since 1-7-1996 as there was no suitable vacancy. It is contended that, the concerned workman raised a dispute vide Application No. LC-2/3 of 2006 before this Tribunal stating that, he has not been paid wages for the period 1-4-2003 to 19-11-2003 and was paid less wages for the period July, 2005 to December, 2005 and this Tribunal vide order dated 28-4-2000 came to the conclusion that, 2nd Party is not entitled for any amount from 1st Party Corporation and accordingly disposed of the above referred case in favour of the Corporation. It is denied by the 1st Party Corporation that, the concerned workman was not reinstated after CGIT Award dated 10-4-2003. It is denied by the 1st Party that, it declared the concerned workman as surplus vide order dated 31-5-2008. It is contended by the 1st Party Corporation that the concerned workman was retrenched as there was no suitable vacancy. It is case of the Corporation that, the concerned workman was never engaged against any permanent post but he was engaged as casual workman during the year 1985 to take care of the work exigency/ leave relief and name of the concerned workman was never sponsored by the Employment Exchange nor was an

advertisement issued for the purpose of filing the post to which he was engaged. It is contended by the 1st Party that, the Apex Court in paragraph 18 of its judgment dated 15-1-2008 has specifically stated that, in Industrial adjudication if an order of termination was quashed as it was not in accordance with law, that did not mean the workman had substantive right to hold the post and the High Court was therefore wrong in directing the Corporation to make the petitioner permanent and to extend him all the benefits on that basis from 1992. It is contended by the Corporation that, it has taken into consideration certain observations made by the Apex Court in paragraph 20 of its judgment dated 15-1-2008 before retrenching the concerned workman vide letter dated 31-5-2008. It is contended by the 1st Party that, it recruit the personnel with observance of statutory compliance such as age, qualification, Presidential Directives as regards to reservation policy, considering Sponsored names from Employment Exchange, Open Advertisements Notifications etc. and accordingly the Corporation has notified and recruited the workman in the cadre of Compounder-cum-Dresser. It is contended by the 1st Party that, the concerned workman never applied against the notified vacancies and was never appointed as an employee of the Corporation, therefore, the question of his claiming seniority over the other Compounders-cum-Dresser who are on the permanent pay roll of the Corporation (named under Sr. No. 1 to 7 of paragraph 5 of Statement of Claim) does not arise and there can be no comparison with them as he is not appointed an employee of the Corporation nor he is in the said cadre of Compounder-cum-Dresser. It is contended by the 1st Party that, M. K. Sawant, A. G. Powle and P. K. Dhavasar are appointed as Compounder-cum-Dresser following applicable selection norms and after meeting the prescribed criteria. It is submitted by the 1st Party that, engaging the services of Nurses of M/s. Bina Nursing Home does not have relevance in the present reference. It is denied by the 1st Party that, such contract workmen from M/s. Bina Nursing Home are engaged as temporary Compounder-cum-Dresser by the Corporation and it is submitted by the 1st Party Corporation that, it has no suitable vacancy to accommodate the concerned workman in its Occupational Health Centres. It is contended by the 1st Party that, the concerned workman was the casual workman at their Refinery Clinic, the position as given in CGIT Award dated 10-4-2003 and the question of his claiming seniority over the other Compounder-cum-Dresser who are on the permanent Pay Roll of the Corporation and consequent violation of Section 25H of Industrial Disputes Act, 1947 does not arise. It is contended by the 1st Party that, in fact the concerned workman was not physically engaged by the Corporation since 1996 as there is no requirement. It is denied by the Corporation that it had indulged in unfair labour practices by retrenching the concerned workman. It is contended by the 1st Party that, the concerned

workman was retrenched w.e.f. 31-5-2008 after paying compensation of Rs. 67,470 towards retrenchment compensation and one month's pay in lieu of notice since there is no work as there is no requirement in addition the concerned workman was also paid Rs. 1,04,042 towards other statutory benefits like Gratuity, Bonus and leave wages and the said payments have been received by the concerned workman. It is contended by the 1st Party that, the concerned workman is trying to get back door entry in the 1st Party's Corporation by filing various frivolous litigations and prayed that, the Reference be rejected.

(5) Rejoinder is filed by the 2nd Party at Exhibit 10 repeating the same story as stated in the Statement of Claim and denying the contentions raised by the 1st Party in the written statement.

(6) In view of the above pleadings Issues were framed at Exhibit 12 which I answer as follows :

Issues	Findings
1. Does second party prove that he was illegally retrenched by 1st Party ?	Yes
2. Is second party entitled for relief sought ?	Yes
3. What order ?	As per the order passed below.

#### REASONS :

##### Issue Nos. 1 & 2 :

(7) By this Reference dispute is raised by 2nd Party Ashok Raghoba Ambre regarding his retrenchment in 2008. Case of Shri Ambre, 2nd Party is that, he joined initially as a temporary Compounder-cum-Dresser on 17-10-1984 at the Fuel Refinery Clinic, Mahul, Mumbai of Hindustan Petroleum Corporation Ltd. According to him that time there were 2 permanent posts of Compounder-cum-Dressers who were working in two shifts at that Refinery i.e. one is the morning and other one in the evening. According to 2nd Party concerned workman was working in third shift against the permanent and regular post. He states that in July, 1987 Management appointed M. Y. Salvi at Fuel Refinery Clinic. According to him after his joining Mr. Walekar and Mr. Ramdasji were working in the 1st shift and general shift. Mr. Salvi and he himself were working in second and third shift. He further contends that, in Lube Refinery Clinic there were only 2 Compounder-cum-Dressers. He states that, in Lube Refinery Clinic there were 2 vacancies of Compounder-cum-Dressers. He states that, for that vacancy in the year 1989 Management had appointed 2 Compounder-cum-Dressers through Employment Exchange, one for regular shift and other one for relieving the permanent one on the

post of Compounder-cum-Dressers to work during leave, weekly offs and on holidays. He further contends that, in the year 1989 working hours of the HPCL employees were reduced from 48 hours to 42 hours per week. According to him since more manpower was required in Fuel Refinery Clinic two Compounders-cum-Dressers were transferred to Fuel Refinery Clinic from Lube Refinery Clinic and Mr. M. Y. Salvi's services were terminated from 1-5-1990. He further contends that, 5 Compounders-cum-Dressers were working in Fuel Refinery Clinic. According to him, there were two vacancies in Lube Refinery Clinic. He states that in November, 1991 Mrs. Geeta and Mr. Rathod resigned and in their place of Mrs. Karkhanis 2nd Party concerned workman was transferred to Lube Refinery Clinic. He states that, there were 3 vacancies in Lube Refinery and in Lube Refinery Clinic and one Mr. Rajendra Hussure was appointed on temporary basis and in 1992 one Mr. Mohan K. Sawant was appointed on permanent basis as Compounder-cum-Dresser in Fuel Refinery in his place. He states that in June, 1992 Management advertised 5 posts of Compounder-cum-Dressers. According to him Management appointed only 2 Compounders-cum-Dressers against that vacancy in 1993 and one in 1994. He further states that, in March, 1993 Management appointed one Mr. A. G. Powle and Bhavsar on permanent basis in Lube Refinery. He states that, in October, 1994 the concerned workman was retransferred to Lube Refinery Clinic and Mr. Sawant was transferred to Lube Refinery Clinic. He further states that on 23-12-1994 one Mr. Rane was appointed as Compounder-cum-Dresser at Fuel Refinery Clinic. He states that, there were 6 Compounders-cum-Dressers in Fuel Refinery Clinic and 3 Compounders-cum-Dressers in Lube Refinery Clinic were working. He states that, from 1-9-1995 Compounders-cum-Dressers were redesignated as Pharmacist. He states that, in 1996 all of a sudden he was told verbally not to report on duty from 1-6-1996. He states that, thereafter these Clinics were renamed as Occupational Health Centres.

(8) He states that, he was working there from 17-10-1984. He was paid on daily wages. He states that, since he was continuously working on regular post and was paid on daily wages he filed Writ Petition No. 661 of 1992 for permanency in Bombay High Court. During pendency of the said Writ Petition he was orally terminated from 1-7-1996 which he challenged by approaching Labour Commissioner who send failure report on which. Said was referred by the Central Government to the Central Government Industrial Tribunal No. 1, Mumbai. It is his case that, it which was decided by CGIT-1 holding his termination illegal and directed Management to reinstate him. Said was challenged by the Management by filing Writ Petition No. 1491 of 2004. Said Writ Petition was dismissed on 8-3-2004. He further states that, subsequently Management filed Letters Patent Appeal No. 114 of 2004 against the said order of High Court dated 8-3-2004 which

was also dismissed vide order dated 28-1-2005. He further states that, thereafter High Court allowed the Writ Petition No. 661 of 1992 filed by the concerned workman for permanency from the date of filing of the Writ Petition i.e. from 16-3-1992 and the said was challenged by the Management by filing S.L.P. (Civil) No. 10819 of 2005. According to 2nd Party concerned workman, directions were given by Apex Court to 1st Party to consider his services sympathetically for permanency by waiving the qualifications and age for recruitment. He states that, though said directions were given by Apex Court but they were not considered by the 1st Party. It is his case that, he filed Contempt Petition No. 181 of 2008 still he was not reinstated as per the directions given by Apex Court. He further states that thereafter he was declared surplus by order dated 31-5-2008 and by another order of the even date he was retrenched from the services saying that, there was no work for the concerned workman. So he challenged said act of the Management by filing Writ Petition No. 1648 of 2008 where Hon'ble High Court directed the Conciliation Officer to submit his failure report within a period of four weeks from receiving the application from the concerned workman and directed Central Government to refer the dispute to the appropriate Court within 6 weeks and directed this Tribunal to try and adjudicate the dispute within a period of 6 months from the date of the reference. He states that, the decision taken by 1st Party of retrenching him is not just and proper and require to set aside with directions to Management to take him in the employment with benefits of back wages and continuity of service.

(9) This is disputed by the 1st Party Management making out he case that 2nd Party Ambre was not appointed as temporary Compounder-cum-Dresser w.e.f. 17-10-1984 at Fuel Refinery Clinic of the Corporation as alleged. It is denied that, he is qualified to be appointed on that post. It is stated that, he was appointed on daily wages. It is denied that, he was appointed against permanent vacancy. It is case of the 1st Party that, as far as proceedings of the 2nd Party are concerned, it is not disputed by 1st Party and are admitted to it. It is case of the 1st Party that since there was no work he was retrenched and said action was taken by following due process of law by offering compensation as per Section 25F of the Industrial Disputes Act, 1947. So it is stated that, the decision taken by the Management against 2nd Party is just and proper and does not require any interference.

(10) 2nd Party is challenging the decision of the 1st Party by which it retrenched him and to support his case, he relied on his affidavit filed at Exhibit 14 in lieu of his examination-in-chief where he reproduces his entire above history and various writs filed as referred above. He also referred to clear and permanent vacancies and persons working on those posts and claims that, he was illegally

retrenched. In the cross he admits that, he did not have 3 years qualification of certificate course in nursing conducted by Maharashtra Nursing Service. According to him said was not applicable when he was taken in the employment. He claims that, others who are working are SSC passed and having experience of medical services. He deny that, he was not posted on permanent vacancy. He admits that, he was paid on daily wages. He admits that order of CGIT-1 in Ref. No. CGIT-1/5 of 1998 was passed where 1st Party was directed to reinstate him and was not directed to post him on permanent post. On that, 2nd Party closed evidence by filing closing purshis at Exhibit 31. Against that, 1st party examined Gagan S. Samant by filing his affidavit at Exhibit 32 in lieu of his examination-in-chief who denied the claim of the 2nd Party and disputed that, he was appointed on permanent post. In the cross he admits that, 2nd Party was working from 17-3-1984. He admits the documents produced at pages 111 to 113 produced with Exhibit 11 and pages 122 to 127 of Exhibit 11 are concerned with the appointment of the concerned workman. When he was questioned by the Court how he was retrenched when not taken in the employment to which he replied that, 1st Party presume that, he was in the employment. Unable to confirm those documents. On that, evidence was closed by the 1st Party.

(11) Written arguments are filed by the 2nd Party at Exhibit 33 and by the 1st Party at Exhibit 34.

(12) Gone through the proceedings, evidence on record and the written arguments submitted by both along with citations referred. This 2nd Party is before this Court twice. Initially he was before CGIT-1 about his grievance when he was terminated which he had challenged and which was referred for adjudication to CGIT-1 being Reference No. 5 of 1998. In the said Reference his termination was decided as illegal and CGIT-1 directed 1st Party to reinstate him and give him back wages on daily wages basis @ Rs. 55 per day from 1996 and after his reinstatement it was directed that, he should be paid at current rate applicable to daily wagers. However, it is a matter of record that, he was not reinstated in the employment as per the order passed by CGIT-1 in Reference No. 5 of 1998. Even witness examined by 1st Party admits to that effect. When query was made by me questioning him when 2nd Party was reinstated as per the orders of the CGIT-1 in Reference No. 5 of 1998 how he was retrenched? On that, concerned witness deposed that, they presumed that he taken in the employment since his dues were paid as per the order and then he was retrenched. Even it is case of the 1st Party that, retrenchment compensation was given to the concerned workman before taking action of retrenchment. Action taken by 1st Party is taken under Section 25F of the Industrial Disputes Act, 1947. No doubt 1st Party has paid the retrenchment compensation to the concerned workman as per the provisions and even it offered one month's salary in lieu of the notice as notice

was not given before retrenchment. But it is to be noted that, no seniority list is published, where he is not shown junior or last who has to go first. While retrenching the employees the employer has to publish seniority list and then to follow the seniority list in retrenching junior most. Even he was not shown in any muster roll but simply he was paid as per the directions given by CGIT-1 in Reference No. 5 of 1998. When 2nd Party workman is not taken in the employment, when seniority list is not prepared and he is not shown in the muster roll question arises, how he can be retrenched on the ground of non-availability of the work ? Nothing is stated on that and no any case is made out. In the evidence his qualification is challenged. However, nowhere it is pleaded by the 1st Party that, qualifications possessed by the concerned workman was not required qualification to post him on the post of Compounder-cum-Dresser. Even all the while 2nd Party states that, alleged qualification was not applicable when he was taken in the employment. According to 1st Party, qualifications for the post of Compounder-cum-Dresser require SSC or equivalent 3 years service course in nursing from Maharashtra Nursing Services. Even on that count, initially he was removed. Even he challenged the said order. Then he was ordered to be reinstated but though payment was made on the basis of daily wages, still it is not shown that 1st Party has paid further payment at current rate of daily wages which was expected as per directions given by CGIT-1 in 5 of 1998. Even his all dues were not shown paid since stand taken by the 1st Party itself is that, since 2nd Party was not working, they did not offer the said payment.

(13) From evidence brought on record it is revealed that, no seniority list was prepared and published by the 1st Party. Besides all this reveals that, 2nd Party is not shown at last and as such he has to go first while effecting retrenchment against such an employee. Moreover, when he was not taken in the employment as per the order of CGIT-1 question arises how he can be retrenched as happened in this case ? All these steps taken by 1st Party in treating 2nd Party as retrenched on account of non-availability of work reveals that, illegal action is taken by 1st Party. Besides no permission is sought by 1st Party as expected under Section 25F of the appropriate Government as required under Industrial Disputes Act, 1947. As per Section 25-C notice in prescribed manner is required to be served on a person before making retrenchment. It is to be noted that, no notice was given to that effect and conditions were not complied with by 1st Party before retrenching the employee.

(14) It is to be noted that, 2nd Party is fighting for his employment from 1992. Initially he filed Writ Petition No. 661 of 1992. Then he filed Writ Petition No. 1491 of 2004. Then he filed Writ Petition No. 1648 of 2008. Even he appeared before Hon'ble High Court in Writ Petition filed

by 1st Party against the order of CGIT-1. Even he appeared in Apex Court in SLP preferred by 1st Party. Though he travelled from this Court to Apex Court and again came back here for his grievances, it is to be noted that, he was harassed by the 1st Party on number of occasions. It is to be noted that, he is fighting for his job. It is to be noted that, he started working with 1st Party from 1984 and most of his period has gone in fighting with 1st Party for securing his job with 1st Party. He states that, he is 59 plus of age. When action of 1st Party is not legal and justified under any provisions, in my considered view, such action require to quash and set aside with directions to 1st Party to reinstate him on the post from which he was treated as retrenched. So I answer this Issue to that effect and passes the following order :

### ORDER

- Reference is allowed ;
- 1st Party is directed to reinstate 2nd Party Shri Ambre on the post on which he was treated as retrenched;
- 1st Party is directed to give him benefits of back wages to the concerned workman i.e. Shri Ambre as per directions given by CGIT-1 in Reference No. 5 of 1998;

(d) No order as to costs;

Mumbai,

A. A. LAD, Presiding Officer

4th day of March, 2010

नई दिल्ली, 13 अप्रैल, 2010

का. आ. 1191.—ओद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई.सी.एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, आसनसोल के पंचाट ( संदर्भ संख्या 15/1998 ) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था ।

[ सं. एल-22012/258/1997-आई आर ( सीएम-II ) ]  
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

S.O. 1191.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 13-4-2010.

[No. L-22012/258/1997-iR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ASANSOL**

**PRESENT :** Sri Manoranjan Pattnaik, Presiding Officer

**Reference No. 15 of 1998**

**PARTIES :** Industrial Dispute between Management of Nakrakonda Colliery, ECL.

*Vrs.*

Their workman.

**REPRESENTATIVES :**

For the management : P. K. Das, Advocate

For the union (Workman) : M. Mukherjee

**INDUSTRY :** Coal                    **STATE :** WEST BENGAL.

Dated the 10-3-2010

**AWARD**

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/258/97-IR (CM-II) dated 12-6-1998 has been pleased to refer the following dispute for adjudication by this Tribunal.

**SCHEDULE**

"Whether the action of the management of Nakrakonda Colliery in dismissing Sh. G. N. Banerjee from service w.e.f. 23-1-1996 is legal and justified? If not, to what relief is the workmen entitled?"

On receipt of the Order No. L-22012/258/97-IR (CM-II) dated 12-6-1998 of the above mentioned reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 15 of 1998 was registered on 25-6-1998. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

3. Both the parties made their appearance in the Court and filed their pleadings. They also relied on documentary evidence. Learned counsels for the parties have been heard at length.

4. Workman's case in brief as per the averment is that the (workman) till the dismissal (vide order

dt. 23/30-1-1996) was a permanent employee under the Employer i.e. M/s. Eastern Coalfields Ltd., and was posted at Nakrakonda colliery. He was suddenly issued with a charge sheet by the management bearing No. NKR/PER/94-95/1184 dated 15-7-1994 u/s 17(1)(a)(o)(u) of the Model Standing Order with the allegation of theft, fraud or dishonesty in connection with the Employer's business. The specific allegation of misconduct being that the workman fraudulently fabricated papers and documents showing his Transfer from Ajoy-II colliery Sripur Area to Nakrakonda Area though the workman was never posted at Ajoy-II colliery. Further, on the basis of the said fabricated document the workman allegedly managed his posting at Nakrakonda colliery as a transferred employee w.e.f. 2-3-84 as Fitter helper and continued to work there getting usual promotion. The workman was put under suspension with immediate effect and was asked to show cause as to why he (workman) will not be liable for the said misconduct. The workman submitted his reply in time and also preferred a writ petition at the Hon'ble High Court at Calcutta against the issuance of vague charge sheet which terminated in favour of the workman and the charge sheet was set aside with a liberty to the management to issue fresh charge sheet in accordance with law. The management issued another charge sheet No. (NKR/PER 94-95/1904 dt. 1-10-94) on the self same ground and basing on a procured, blemished and tainted enquiry report dismissed the workman from service vide order No. 23 dt. 30-1-96 without giving proper opportunity to the workman to defend and by infringing all his rights. Assailing the enquiry report and the act of dismissal on various grounds, the workman urged for his reinstatement by setting aside the dismissal order with consequential benefit by holding that the action of the Employer is not legal and justified.

The Employer's case as made out in the written statement and briefly stated is that complaint was received by the Management of Nakrakonda colliery dt. 31-5-1994 and subsequently two other complaints that the workman, Gouri Nath Banerjee by using fake and fabricated documents like LPC, Transfer Order etc. joined in the Nakrakonda colliery as a transferred employee. The management moved the concern authority (Personnel Manager) of the Ajoy-II colliery for confirmation about the said documents, and getting a negative reply, charge sheeted was issued against the workman on ground of fraud. The charge sheet was revoked following the order of the High Court at Calcutta but fresh charge sheet was issued on the same date. Finding the reply of the workman to the charge sheet unsatisfactory, domestic enquiry was held by the Sr. Personnel Officer, Jhanjra Area. The workman participated in the enquiry proceeding. On termination of the enquiry proceeding the workman was found guilty of the charges. He was dismissed by the order of Chief General Manager, Bankola Area vide Order

in letter dated 23-1-1996. The employer thus urged for an award justifying the dismissal.

5. Parties have not adduced any oral evidence but relied on documentary evidence only. Learned counsel for both the parties have been heard at length.

6. On careful perusal of the pleading of the parties, documents relied on and the submission of the learned counsel appearing for the parties it is found that the alleged frauds has come to the notice of the management by some anonymous letters received against the workman who had already worked for about more than 10 years in the station where the alleged fraud was detected. From the very outset there is reason to find that neither side has come to the Tribunal with clean hand and with a clear and complete case as their pleadings are found infirmed for absence of material facts which are supposed to be within their knowledge and in their respective domain. The workman is a permanent employee of the ECL as affirmed by both the parties. The service records of an employee of a Public Undertakings are believed to be the permanently preserved documents. Much less about its production in the court even in the pleadings both parties are completely silent about it. They have even not hinted at the material facts like initial appointment of the workman, opening of Service Book, his subsequent posting, pay roll, acquittance roll/ promotion maintained in different stations or place of working. Except claiming that he is a permanent employee, the workman has not even disclosed his grade, designation, place of previous posting etc. He has filed the copy of the L.P.C. but same has been impugned. For whatsoever reason Management has also not discussed all about it and has simply left the court to gather the same from other records.

7. However, on appraisal of the evidence laid down by the parties in the domestic enquiry proceeding it comes to the light that the workman, a fitter helper in category-II was appointed on 22-3-1982. It appears from the records that on receipt of allegation from anonymous source the management of Nakrakonda colliery instead of seeking any report or explanation from the workman nor verifying the original documents through the Agent of Nakrakonda colliery vide Ext./W simply sent a copy of L.P.C. to the previous station and sought for confirmation on genuineness of the L.P.C. He sought a report as to whether the workman at all worked there prior to his transfer. Surprisingly the reply of the Ajoy-II colliery is not forthcoming, from either side though in a letter (Ext. 15/W) dt. 5-8-1994 Dy. CME/Agent has referred about such a letter of Ajoy-II authority holding the L.P.C. in question as not genuine. According to the said letter, their records did not reveal about the release order and the name of the workman. Again vide Ext. 10/W further verification of paper was sought and request was made for transmission of connected papers. What is important to find that the said last reply was received from Dy. CME, Bankola Area, vide

letter dated 20-8-1997 (Ext. 16/W) that the transfer record of the workman was not traceable ? It is seen that the Management has simply acted on the confirmation letter dated 17-7-1994 of Agent, Grimint (R) colliery under whose administrative control Ajoy-II colliery remained without making any endeavour to probe the allegations or to unearth the fact though police or vigilance deptt., of the company or by any scientific method. In fact it has been asserted on behalf of the workman during the course of argument that a vigilance investigation was initiated by the Management against him (the workman) in respect of the charges but the investigation report was not placed at all. The management has no reply to this. As such natural inference definitely shall be against the allegations brought against the workman, Police investigation though is not sinequanon of proving charges of misconduct in disciplinary proceeding, but while inflicting major punishment like dismissal from service such inadequacy and suppression of material facts becomes glaring and significant specially when the company initiated a vigilance enquiry but the report remained in oblivion. To prove a charge of fraud *prima facie* it is required to be proved that the workman manufactured or got the tainted papers manufactured and made the company's officials to believe the same as genuine and to act on that for his wrongful gain. As seen above the alleged misconduct of fraud has not been proved at all, much less beyond all reasonable doubt even preponderance to the probabilities. The workman's persisted stand from the very inception is that he has not carried and produced the L.P.C., transfer certificate etc., himself but same have been received in Nakrakonda colliery officially which too has not been specifically denied. A look into the enquiry report and proceeding record will reveal that the management has not produced any other better evidence other than the evidence discussed above to prove the facts and circumstances. The enquiry report is otherwise erroneous and impaired for putting burden on the workman to disprove the charges. Arriving on a conclusion on inadequate proof and wrongly shifting burden of proof to the head of. Workman is not proper and fair. Documents believed to be in the domain of the Employer and persons competent to prove those material paper like CMPI Account No. BKR/348 of the workman, the transfer certificate, LPC etc., have not been proved by the management during the domestic enquiry nor in the court. The proceeding too is otherwise do not appear to be fair and reasonable for the reason that the person who accepted the transfer certificate, LPC etc., and released the salary on joining of the workman on transfer and subsequently the officer who are connected in giving promotion to the workman and all other official who checked and verified the L.P.C etc., have not come to the picture at all which is fatal to the Employer's case. The misconduct of fraud has been established in the inquiry proceeding on surmisation order concocted facts.

In view of the above facts and circumstances it becomes clear that the charges against the workman has been proved on suspicion only. It is the settled law that whatever grave the suspicion may be no offence i.e. the misconduct in this case can be established.

8. In the result it is held that the action of the Nakrakonda colliery of M/s. Eastern Coalfields Ltd., in dismissing the workman Sri G N. Banerjee w.e.f. 23-1-1996 is not legal and justified. He is entitled to be reinstated in service from the date of his dismissal along with back wages and all consequential benefits due to him as if in service since then. In view of the lapse of good deal of time it would be proper if the monetary benefits due to flow down from the award be disbursed with the two months of the notification pending grant of other relief. Hence it is ordered.

#### **ORDERED**

Let an award be and same is passed. Send copies to Govt. of India, for necessary action.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2010

**का. आ. 1192.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं इ.सी.एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 83/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था।**

[सं. एल-22012/56/2006-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1192.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of M/s. Eastern Coalfields Limited and their workman, which was received by the Central Government on 13-4-2010.

[No. L-22012/56/2006-IR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

#### **ANNEXURE**

#### **BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL**

#### **PRESENT:**

Sri Manoranjan Pattnaik, Presiding Officer

#### **Reference No. 83 of 2006**

#### **PARTIES:**

The Industrial Dispute between the management of Parascole Colliery, Kajora Area of ECL.

Vrs.

Their workman.

#### **REPRESENTATIVES:**

For the management : None

For the union (Workman) : None

**INDUSTRY:COAL STATE: WESTBENGAL..**

Dated the 16-3-2010

#### **AWARD**

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/56/2006-IR (CM-II) dated 30-10-2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

#### **SCHEDULE**

“Whether the action of the management of Parascole Colliery of M/s. ECL in dismissing Sh. Lakhu Bouri from services w.e.f. 8-4-2003 is legal and justified ? If not, to what relief is the workman entitled to ?”

On receipt of the Order No. L-22012/56/2006-IR (CM-II) dated 30-10-2006 of the above mentioned reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 83 of 2006 was registered on 11-12-2006 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Despite notices issued to the employer and the employee by registered post none of them made their appearance. It appears that they are not interest to proceed with the case and it is apparent that dispute no more exists. Award to the effect need be passed and hence it is ordered.

#### **ORDER**

Let an award be and same is passed in terms of the above finding. Copy of the award be sent to the Ministry of Labour & Employment, Govt. of India, New Delhi.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2010

**का. आ. 1193.—** औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई.सी.एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 42/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था।

[ सं. एल-22012/1/2007-आई आर (सी एम-II) ]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1193.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol, now as shown in the Annexure in the Industrial Dispute between the management of Bankola Area of M/s. Eastern Coalfields Limited, and their workman, which was received by the Central Government on 13-4-2010.

[No. L-22012/1/2007-IR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

**PRESENT** : Sri Manoranjan Pattnaik,  
Presiding Officer

#### Reference No. 42 of 2007

**PARTIES** : The Agent Shankarpur Colliery of  
M/s. ECL, Bankola, Ukhra,  
Burdwan

Vrs.

General Secretary, Ukhra Colliery  
Mazdoor Union (INTUC),  
Burdwan

#### Representatives :

For the management : P.K. Goswami, Advocate

For the union  
(Workman) : None

Industry : Coal State : West Bengal

Dated : 9-3-2010

#### AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India

through the Ministry of Labour vide its letter No. L-22012/1/2007 IR (CM-II) dated 5-7-2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

#### SCHEDULE

“Whether the action of the Management of Shankarpur, under Bankola Area of M/s. E.C.L. in deducting the attendance bonus paid for the period from 17-2-2003 to 4-5-2003 from the monthly wages of Sh. Jalandhar Basantia is legal and justified? If not to what relief is the workman entitled?”

Having received the Order No. L-22012/1/2007 IR (CM-II) dated 5-7-2007 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 42 of 2007 was registered on 18-7-2007 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notice by the registered post were to the parties concerned.

Despite notice issued to the employer and the employee by registered post none of them made their appearance. It appears that they are not interested to proceed with the case and it is apparent that dispute no more exists Award to the effect needs be passed and hence it is ordered.

#### ORDER

Let an “Award” be and same is passed as per above. Send the copies of the Award to the Govt. of India, Ministry of Labour, New Delhi, for information and needful.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2010

**का. आ. 1194.—** औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई.सी.एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 14/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था।

[ सं. एल-22012/227/2007-आई आर (सी एम-II) ]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1194.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2008) of the Central Government Industrial Tribunal-cum-

Labour Court, Asansol now as shown in the Annexure in the Industrial Dispute between the management of Under Pandaveshwar Area of M/s. ECL, and their workmen, which was received by the Central Government on 13-4-2010.

[No. L-22012/227/2007-IR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT, ASANSOL

**PRESENT** : Sri Manoranjan Pattnaik,  
Presiding Officer

#### Reference No. 14 of 2008

**PARTIES** : The Agent Kenda Colliery,  
Pandaveshwar Area  
of M/s. ECL,  
Burdwan

Vrs.

General Secretary, Ukhra Colliery  
Mazdoor Union (INTUC)  
Burdwan

#### Representatives :

For the management : None

For the union : None  
(Workman)

Industry : Coal State : West Bengal

Dated : 9-3-2010

#### AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Govt. of India through the Ministry of Labour vide its letter No. L-22012/227/2007-IR(CM-II) dated 2-4-2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

#### SCHEDULE

“Whether the action of the Management of Kenda Colliery, Pandaveshwar Area of M/s. E.C.L. in deleting the name of Sri Sukhdeo Dhangar from Computer Pay Roll is legal and justified? If not to what relief is the workman entitled?”

Having received the Order No. L-22012/227/2007-IR(CM-II) dated 2-4-2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 14 of 2008 was registered on 8-4-2008 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and

a list of witnesses in support of their claims. In pursuance of the said order notice by the registered post were to the parties concerned.

Despite notice issued to the employer and the employee by registered post none of them made their appearance. It appears that they are not interested to proceed with the case and it is apparent that dispute no more exists Award to the effect needs be passed and hence it is ordered.

#### ORDER

Let an “Award” be and same is passed as per above. Send the copies of the Award to the Govt. of India, Ministry of Labour, New Delhi, for information and needful.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2010

**का. आ. 1195.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई.सी.एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 12/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था।

[सं. एल-22012/91/2005-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1195.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 12/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol now as shown in the Annexure in the Industrial Dispute between the management of Nimcha Colliery of M/s. ECL, and their workmen, which was received by the Central Government on 13-4-2010.

[No. L-22012/91/2005-IR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT, ASANSOL

**PRESENT** : Sri Manoranjan Pattnaik,  
Presiding Officer

#### Reference No. 12 of 2006

**PARTIES** : The Agent Nimcha Colliery of  
M/s. ECL, Burdwan

Vrs.

Jt. Secretary, CMC (HMS),  
G.T. Road, Asansol, Burdwan

**Representatives :**

For the management : P.K. Das, Advocate

For the union : S.K. Pandey, Jt. Secy. CMC  
(Workman)  
(HMS)

Industry : Coal State : West Bengal

Dated : 17-3-2010

**AWARD**

In exercise of powers conferred by clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/91/2005 IR (CM-II) dated 13-6-2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

**SCHEDULE**

“Whether the action of the Management of Nimcha Colliery of M/s. ECL in dismissing the services of Sh. Dara Majhi, U.G. Loader, w.e.f. 5-7-2004 is legal and justified? If not, to what relief is the workman entitled?”

Having received the Order No. L-22012/91/2005-IR (CM-II) dated 13-6-2006 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 12 of 2006 was registered on 11-7-2006 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed.

In response to the notice issued from this Tribunal both the parties made their appearance through their Advocate Sri P.K. Goswami and the Office bearer of the concerned union, Sri S.K. Pandey. Form ‘H’ has also been filed by the workman, Sri Dara Majhi, showing the amicable settlement of the industrial dispute. Hence, no dispute exists any more. Accordingly, an award needs be passed to that effect. Hence, it is ordered.

**ORDER**

Let an “Award” be and same is passed as per above. Form ‘H’, containing terms and conditions to form part of the Award. Send the copies of the Award to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2010

**का. आ. 1196.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई.सी.एल. के प्रबंधतात्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 46/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था।

[ सं. एल-22012/4/2007—आई आर (सीएम-II) ]  
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1196.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the industrial dispute between the management of M/s. ECL, and their workman, which was received by the Central Government on 13-4-2010.

[No. L-22012/4/2007-IR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ASANSOL**

**PRESENT** : Sri Manoranjan Pattnaik,  
Presiding Officer

**PARTIES** : The Agent, 1 & 2 Incline Jhanjra,  
Jhanjra Area of M/s. ECL,  
Burdwan.

Vrs.

Their Workman

**Representatives :**

For the Management : None

For the union (Workman) : None

Industry : Coal State : West Bengal

Dated : 18-3-2010

**AWARD**

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/4/2007-IR (CM-II) dated 05-07-2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

**SCHEDULE**

“Whether the action of the Management of 1 & 2 Incline Jhanjra, Jhanjra Area of M/s. ECL in denying idle period wages in respect of Sri Bishnudeo Nunia w.e.f. 17-3-1995 to 3-9-1995 is legal and justified? If not, to what relief the workman concerned entitled?”

Having received the Order No. L-22012/4/2007-IR (CM-II) dated 5-7-2007 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 46 of 2007 was registered on 18-7-2007 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Despite notice issued to the employer and the employee by registered post none of them made their appearance. It appears that they are not interested to proceed with the case and it is apparent that dispute no more exists. Award to the effect needs be passed and hence it is ordered.

### ORDER

Let an "Award" be and same is passed as per above. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2010

**का. आ. 1197.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई.सी.एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 36/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था।**

[सं. एल-22012/7/2007-आई आर (सीएम-II)]  
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1197.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited, and their workmen, which was received by the Central Government on 13-4-2010.

[No. L-22012/7/2007-IR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT, ASANSOL

**PRESENT** : Sri Manoranjan Pattnaik,  
Presiding Officer

#### Reference No. 36 of 2007

**PARTIES** : The Agent, Chapui Khas Colliery Satgram Area of M/s. E.C.L., Burdwan.

Vrs.

Dy. President, Colliery Mazdoor Union (INTUC) G.T. Road, Asansol, Burdwan.

#### Representatives :

For the management : None

For the union : None  
(Workman)

Industry : Coal State : West Bengal

Dated : 9-3-2010

### AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/7/2007-IR (CM-II) dated 26-06-2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

### SCHEDULE

"Whether the action of the Management of Chapui Khas Colliery, Satgram Area of M/s. E.C.L. in dismissing Sh. Haren Bourie, w.e.f. 28-2-2006 is legal and justified? If not, to what relief is the workman entitled?"

Having received the Order No. L-22012/7/2007-IR (CM-II) dated 26-6-2007 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 36 of 2007 was registered on 11-7-2007 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were to the parties concerned.

Despite notice issued to the employer and the employee by registered post none of them made their appearance. It appears that they are not interested to proceed with the case and it is apparent that dispute no more exists. Award to the effect needs be passed and hence it is ordered.

### ORDER

Let an "Award" be and same is passed as per above. Send the copies of the Award to the Govt. of India, Ministry of Labour, New Delhi, for information and needful.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2010

**का. आ. 1198.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 25/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था।

[सं. एल-22012/290/2007-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1198.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol now as shown in the Annexure in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited, and their workmen, which was received by the Central Government on 13-4-2010.

[No. L-22012/290/2007-IR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT, ASANSOL

**PRESENT** : Sri Manoranjan Pattnaik,  
Presiding Officer

#### Reference No. 25 of 2008

**PARTIES** : The Agent , Satgram Project  
Satgram Area of  
M/s. ECL, Burdwan

Vrs.

Their Workman

#### REPRESENTATIVES:

For the management : P.K. Goswami, Advocate

For the union : None  
(Workman)

Industry : Coal

State : West Bengal

Dated : 18-3-2010

### AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/290/2007 IR (CM-II) dated 26-5-2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

### SCHEDULE

'Whether the action of the Management of Satgram Project Satgram Area of M/s. ECL by not regularizing Sri Tarapado Roy is legal and justified? If not, to what relief is the workman concerned entitled to ?'

Having received the Order No. L-22012/290/2007-IR (CM-II) dated 26-5-2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 25 of 2008 was registered on 2-6-2008 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Despite notice issued to the employer and the employee by registered post none of them made their appearance. It appears that they are not interested to proceed with the case and it is apparent that dispute no more exists Award to the effect needs be passed and hence it is ordered.

### ORDER

Let an "Award" be and same is passed as per above. Send the copies of the Award to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2010

**का. आ. 1199.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ई.सी.एल. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 20/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था।

[सं. एल-22012/372/2007-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1199.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol now as shown in the Annexure, in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited, and their workmen, which was received by the Central Government on 13-4-2010.

[No. L-22012/372/2007-IR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

**PRESENT** : Sri Manoranjan Pattnaik,  
Presiding Officer.

#### Reference No. 20 of 2008

**PARTIES** : The Agent, Bhanora West Block  
Colliery, Sripur Area of ECL

Vrs.

Their Workman

#### REPRESENTATIVES:

For the management : None

For the union : None  
(Workman)

Industry : Coal State : West Bengal

Dated : 09-3-2010

#### AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/372/2007-IR (CM-II) dated 12-5-2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

#### SCHEDULE

• Whether the action of the Management of Bhanora West Block Colliery of M/s. Eastern Coalfields Ltd., by not giving employment to the dependent of

Late Sunil Bouri is legal and justified? To what relief is the workman concerned entitled?"

Having received the Order No. L-22012/372/2007-IR (CM-II) dated 12-5-2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 20 of 2008 was registered on 22-5-2008 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Despite notice issued to the employer and the employee by registered post none of them made their appearance. It appears that they are not interested to proceed with the case and it is apparent that dispute no more exists Award to the effect needs be passed and hence it is ordered.

#### ORDER

Let an "Award" be and same is passed as per above. Send the copies of the Award to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2010

**का.आ. 1200.**—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं आई.सी.ए.आर. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 43/2006) को प्रकाशित करती है, केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था।

[सं. एल- 42012/101/2005-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1200.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the management of National Research Centre for Agroforestry, ICAR and their workmen, which was received by the Central Government on 13-4-2010.

[No. L-42012/101/2005-IR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

## ANNEXURE

**BEFORE SRI RAM PARKASH, HJS,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
KANPUR**

**Industrial Dispute No. 43 of 2006****Between**

Sri Karan Singh, S/o Shri Pooran,  
Vill. & Post Bhojla, Jhansi

**AND**

The Director,  
National Research Centre for  
Agroforestry, Gwalior Road,  
Jhansi

**AWARD**

1. Central Government, MOL, New Delhi vide notification No. L-42012/101/2005-IR (CM-II) dated 28-06-06 has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of National Research Centre for Agroforestry in terminating the services of Shri Karan Singh Son of Sri Pooran with effect from 1-12-03 is legal and justified? If not to what relief the concerned workman is entitled.

3. In the instant case after the receipt of the reference order, registered notices were issued from the tribunal to the contesting parties for filing of their claim and counter claim. It may be pointed out that the reference was received in the office of the tribunal on 10-7-06 and registered notices dated 5-1-06, 21-9-2007, 12-03-08, 19-6-08 and 7-5-09 were issued to the claimant still neither he filed any claim statement in support of his claim nor put personal appearance on either date of hearing of the case. Whereas on behalf of the opposite party Sri V.K. Gupta appeared in the case and filed his authorization letter to represent the opposite party in the instant case.

4. Therefore, from the behaviors of the claimant as stated above it is quite obvious that the claimant does not appear to be serious in contesting the case as well as it also appears that he is not interested in prosecuting his case before the tribunal.

5. In the facts and circumstances of the case as given above, the tribunal is bound to conclude that the claimant is not interested to contest the case and therefore, the reference is answered in affirmative holding that the claimant is not entitled to any relief for want of pleadings and proof.

6. Reference is therefore answered against the claimant and in favour of the opposite party.

RAM PARAKSH, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2010

**का.आ. 1201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एफ.सी.आई. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 24/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2010 को प्राप्त हुआ था।**

[सं. एल-22012/171/2005-आई आर (सीएम-II)]  
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th April, 2010

**S.O. 1201.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure, in the industrial dispute between the management of Food Corporation of India, and their workman, which was received by the Central Government on 13-4-2010.**

[No. L-22012/171/2005-IR(CM-II)]  
AJAY KUMAR GAUR, Desk Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****Present :**

N. K. Purohit, Presiding Officer

I.D. No. 24/2007  
Ref. No. L-22012/171/2005--IR(CM-II) dated 04-06-2007

**Between**

The State Secretary,  
Bhartiya Khadya Nigam Karmchari Sangh,  
DC/3V, Vibhuti Khand,  
Gomti Nagar, Lucknow  
(Espousing case of Shri Anil Kumar Tarsolia)

**AND**

1. The Sr. Regional Manager,  
Food Corporation of India,  
DC/3V, Vibhuti Khand,  
Gomti Nagar, Lucknow
2. The Zonal Manager (North),  
Food Corporation of India,  
Plot No. 2A, 2B, Sector-24,  
Noida (U.P.)

**AWARD**

Dated 26-03-2010

1. By order No. L-22012/171/2005-IR (CM-II) dated 04-06-2007 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Secretary, Bhartiya Khadya Nigam Karmchari Sangh, DC/3V, Vibhuti Khand, Gomti Nagar, Lucknow (Espousing case of Shri Anil Kumar Tarsolia) and the Sr. Regional Manager, Food Corporation of India, DC/3V, Vibhuti Khand, Gomti Nagar, Lucknow & the Zonal Manager (North), Food Corporation of India, Plot No. 2A, 2B, Sector 24, Noida (U.P.) for adjudication.

2. The reference under adjudication is :

"(i) Whether the action of the management of Food Corporation of India in imposing penalty of recovery of loss @ Rs. 5880 along with the debarring Shri Anil Kumar Tarsolia for 3 years from all important & sensitive jobs is legal and justified? If not, to what relief is the workman entitled?

(ii) Whether the action of the management of Food Corporation of India in not granting selection grade w.e.f. 01-12-1997 and promotion to the post of Asstt. Grade I (D) in the year 2000 is legal and justified? If not, to what relief is the workman entitled?"

3. It is admitted case of the parties that the workman, Anil Kumar Tarsolia, AG II (Depot) was served upon a charge sheet dated 22-07-96 under Regulation 60 of Staff Regulations 1971 for alleged failure to maintain absolute integrity and devotion to his duty sincerely and honestly and acting in a manner unbecoming employee of the Corporation and thereby contravening Regulation 31, 32 and 32-A of FCI Staff Regulation, 1971. The workman submitted his reply dated 01-08-96 to the said charge sheet and he was imposed a punishment of recovery of Rs. 5880 along with debarring him for three years from all important and sensitive job vide impugned order dated 02-01-97. Aggrieved from impugned order dated 02-01-97, the workman preferred an appeal which was rejected vide order dated 29-01-98 and also, his review petition dated 10-05-98 was rejected vide order dated 22-07-2004.

4. It has been alleged by the workman's union that the management of FCI passed the impugned order without considering the reply dated 01-08-96 in as much as the appellate order and order on his review petition were passed by the management without considering the facts/ contentions raised by the workman in his appeal and review petition respectively, thus, the same are illegal and arbitrary being unreasoned and non-speaking. Further it

has been alleged by the workman's union that the workman was not given any opportunity for personal hearing. Accordingly the workman's union has prayed that the impugned orders of penalty dated 02-01-97, appellate order dated 29-10-98 and review order dated 22-07-2004 may be set aside with consequential benefits to the workman concerned.

5. The workman's union has further submitted that as per Rules the workman was entitled for selection grade after completion of 12 years' service on 29-11-1996. As per averments of the workman's union although the workman was granted the same w.e.f. 01-12-1997 but subsequently the opposite party vide order dated 26-0-98 withheld the same for alleged involvement of the workman in vigilance case. Likewise he was granted promotion in the year 2001 instead of year 2000. It is submitted by the workman's union that as per guidelines vide FCI circulars of 1995, promotion cannot be held up due to penalty of recovery, as such withholding of selection grade and promotion to the workman is totally illegal, arbitrary and malafide; accordingly, has prayed that the management of FCI be directed to grant selection grade to the workman w.e.f. 01-12-1997 and promotion in the year 2000 instead of 2001 with all consequential benefits.

6. The management of FCI has specifically denied the allegations of the workman's union and has submitted that the reply submitted by the workman was thoroughly examined by the Disciplinary Authority along with the relevant records of the case, in as much as the Appellate the Reviewing Authorities also gone through the contents of charge sheet penalty order/appellate order and relevant documents before rejecting his appeal and review petition respectively and there is no deficiency with them as they are just and passed as per provisions of FCI (Staff) Regulations, 1971. Further, it has been submitted by the management that there is no provision in FCI (Staff) Regulations, 1971 for giving the opportunity of personal hearing under minor penalty case before deciding the appeal; and accordingly, the management of FCI has prayed that the claim of the workman's union be rejected without any relief to the workman concerned.

7. The management of FCI has also refuted the claim of the workman's union regarding grant of selection grade to the workman w.e.f. 0-12-1997 and promotion in the year 2001 and has submitted that its action in not releasing the selection grade to the workman vide order dated 26-5-98 and granting promotion in the year 2001 instead of 2000 was just on the ground of indulgence of workman in the vigilance case. In this regard it has specifically been mentioned by the management that the review petition of the workman was disposed of by the competent authority vide their order dated 22-7-2004 which purports that vigilance case against the workman was not clear by the said date; and accordingly has justified its action in

non-grant of selection grade as well as promotion to the workman and has prayed that request of the workman's union in this regard does not bear any substance and is liable to be rejected.

8. The workman's union has filed rejoinder whereby it has only reiterated its averments in the statement of claim and has not introduced any new facts.

9. The parties filed documentary evidence in support of their respect cases. The workman's union examined the workman whereas the management examined Shri Sudhir Kumar Saxena, Area Manager in support of their respective stands. Both the parties availed opportunity to forward oral as well as written submissions.

10. Heard learned representatives of the both the parties and perused all relevant material on record.

11. Learned representative on behalf of the workman has submitted that the impugned order imposing penalty of recovery of loss of Rs. 5880 along with debarring the workman for three years from all important and sensitive jobs involving financial transaction etc. is illegal and without jurisdiction because under Regulation 54 of Staff Regulation the Disciplinary Authority is not empowered to impose penalty of debarring the workman for such period from important and sensitive jobs. He has further contended that Disciplinary Authority has failed to address the correct issue involved in the matter. The issues raised by the workman in his reply were also not considered and the Disciplinary Authority has imposed penalty on that charge which was not in the charge sheet. He has also submitted that the Reviewing Authority and Appellate Authority both have passed non-reasoned orders and have not dealt with the issues raised by the workman. Opportunity of hearing was also not provided to the workman. As regards denial of selection grade from 01-12-97, he has submitted that selection grade was granted to the workman vide order dated 26-8-98 w.e.f. 01-12-97 but the said order has not been released on the ground that the workman was under penalty from 21-08-96 to 31-12-98; but no such order has been referred nor produced in the adjudication proceedings. He has further contended that Competent Authority vide order dated 08-11-2000 promoted the workman from AG II(D) to AG I(D) and the said order was issued after examining the pendency of vigilance case against the workman. The workman was promoted on adhoc basis vide order dated 08-12-2000 and the word adhoc was deleted from the order and it became a regular promotion. Further the opposite party has cancelled the promotion order vide order dated 19-05-2001 without assigning any reason in the said order or without affording any opportunity. Further, on the basis of subsequent charge sheet after consideration of promotion by Zonal Promotion Committee will not debar any employee from promotion, therefore, the workman is entitled for promotion from the date his junior was

promoted. In support of his contentions he has placed reliance on following case laws :

- (i) 2009 (1) SCC L&S 88 Union of India vs. Ram Kumar Thakur.
- (ii) 2007 (2) ALJ 119 (DB) Sarwan Kumar Purwar vs. Inspector General of Police.
- (iii) 1999 SCC (L&S) 429 Kuldeep Singh Vs. Commissioner of Police.
- (iv) 1986 SCC (L&S) 383 Ram Chander Vs. Union of India.
- (v) 1991 SCC (L&S) 525 New Bank of India Vs. N.P. Sigal.
- (vi) 1993 (23) ATC 322 Union of India Vs. K.V. Jankiraman.

12. Per contra, the learned representative on behalf of the FCI has urged that the order of debarring the workman for three years from all important and sensitive jobs is an administrative action for smooth functioning of the Corporation and which may not be treated as penalty. As regards denial of selection grade to the workman w.e.f. 01-12-97, he has contended that the workman was under penalty, therefore, the selection grade was not released. He has further contended that the workman has admitted in his statement that he filed an appeal against the order of penalty on 02-01-97 and after rejection of appeal on 29-01-98, he filed review on 10-05-98. The review petition was decided then only the vigilance case finally adjudicated and not before as stated by the workman.

13. I have given my thoughtful consideration to the rival submissions of the parties and perused relevant material on record. In the impugned order, imposing penalty of recovery, the workman has been debarred for three years from the important and sensitive jobs. Admittedly, under Regulation 54 of the Staff Regulation, no such penalty is envisaged; but debarring from a particular period from all important and sensitive jobs cannot be treated as penalty. The learned representative has referred 2007(2) ALF 119 (DB), but the facts of the said case law are distinguishable. In above case law order regarding withholding of integrity certificate or holding integrity of employee doubtful was also passed, therefore, Hon'ble High Court observed that withholding integrity or holding the integrity doubtful or non-issuance of integrity certificate have penal consequence and is very fatal in service career of a government servant particularly in the matter of promotion as well as in according the benefits of higher pay scales depending upon the service rules. But in the present case debarring the workman from important and sensitive jobs is not a hurdle in any way in his promotion or grant of scales. Whether any sensitive or important job is to be assigned or not is an administrative action which is prerogative of administrative authority.

therefore, contention of learned representative that on this account impugned order deserves to be set aside is not tenable.

14. The contention of the learned counsel that charge sheet does not mention any list of document, therefore, documents mentioned in the charge sheet cannot be relied upon is also not tenable because in his reply the workman has not taken such plea.

15. The learned representative has further submitted that the disciplinary authority has filed to address the issues raised by the workman in his reply. The workman was transferred on 22-11-85 as such it is against the principle of legitimate expectation that he could obtain receipt of stock from dead stock incharge, Shri P.N. Pal and propose recovery of undelivered stock upon the HTC. This issue has not been considered by the disciplinary authority. Further the management witness has stated that the management was expecting that he would come to Orai after 22-11-85 to coordinate with the depot incharge but this was not alleged in the charge sheet.

16. Upon perusal of the order dated 2/6 Jan., 1997, passed by disciplinary authority, it is evident that contentions raised by the workman have been considered. He has observed after considering his reply that the workman was incharge rail head, Orai during October, 85 to 22-11-85 and gate pass No. 4420/27 dated 19-11-85 from rail head Orai for FSD Orai for 598 'A' class gummies was issued during his incharge ship and as such the workman was fully responsible to ensure that contents sent by him are got acknowledged in full instead of leaving the issue at the disposal/mercy of HTC ignoring his responsibility and under protection to said HTC. The disciplinary authority has passed impugned order after considering the issues raised and has also given reasons for not accepting the contentions of the workman. It is settled legal position that the Tribunal cannot re-examine or re-appraise the evidence and substitute its own conclusion over the conclusions arrived at by the disciplinary authority. Thus, the contentions of the learned representative in this regard is not tenable.

17. Learned representative on behalf of the workman has also urged that Appellate Authority neither called the appellant for hearing nor dealt the issues raised by the workman in appeal, therefore, the order of the Appellate Authority is illegal and liable to be set aside.

18. Upon perusal of the Appellate order dated 29-01-98 and its revision order dated 19-05-98, it is evident that order have been passed after considering the contentions raised by the workman. As regards personal hearing, there is no specific provision under rules 67 to 74 pertaining to appeal and revision of FCI (Staff) Regulation 1971 for providing opportunity of personal hearing. Therefore, contentions of the learned representative are not sustainable.

19. As regards action of the management of FCI in not granting the Selection Grade w.e.f. 01-12-97, the learned representative on behalf of the workman contended that selection grade was granted to the workman by means of order dated 26-08-98. The name of the workman was at serial No. 01 of the order and he has been granted selection grade from 01-12-97; but the order has not been released on the ground that the workman was under penalty as on 21-08-96 to 31-12-98; whereas no such penalty order has neither been referred nor produced in this adjudication proceedings a such this embargo is not sustainable nor it can stop the legal right to get selection grade.

20. The learned representative on behalf of the FCI has contended that for grant of selection grade to the post of AG I it is specific condition that selection grade shall be issued to the official subject to vigilance clearance. Since on 01-12-97, the workman was under penalty hence his selection grade was not released.

21. The management witness Shri Sudip Kumar Saxena has stated that the workman was not entitled for selection grade w.e.f. 01-12-97 with consequential benefits as on the said date the workman was under going penalty. The workman in his cross-examination has also admitted that he had filed an appeal on 01-01-97 against the penalty order and the appeal was decided on 29-01-98. He also filed review petition against appeal order on 10-05-98. Thus, admittedly the workman was under going penalty on 01-12-97, therefore, the action of the management in not granting selection grade w.e.f. 01-12-97 cannot be said to be unjustified.

22. As regards promotion to the AG I(D) in the year 2000 is concerned the management witness Dilip Kumar Saxena has stated that the workman has already been promoted to AG I (D) vide order dated 13-7-2001 and he had already joined the promoted post. Whereas the workman has stated that this order was to be issued in year 2000 as Shri P.N. Lal who was junior to him was given promotion in the same circumstances.

23. The management has filed copy of the order dated 2/7-7-2001 (paper No. 11/5) which reveals that disciplinary proceedings were initiated against the workman S.K. Tarsolia under Regulation 60 of FCI (Staff) Regulation 1971 vide memo dated 18-3-99 and reply was submitted by the workman on 12-12-2000. The plea taken by the workman were found convincing, therefore, Sr. Regional Manager dropped the charges imposed against the workman under Regulation 56 of Regulation 1971.

24. It is not disputed that the workman was promoted on 08-11-2000 on the ad hoc basis and subsequently vide order dated 06-02-2001 the word 'ad hoc' was also deleted. It is also admitted fact that vide order dated 17-05-2001 (page No. 11/3) order of promotion was cancelled.

25. In the above factual back drop it is evident that earlier despite this fact that disciplinary proceeding vide memo dated 18-03-99 under Regulation 60 of FCI (Staff) Regulation, 1971 were pending, the FCI promoted the workman on 08-11-2000; but subsequently cancelled his promotion without mentioning any reason in the order of cancellation. It is also evident that the workman was exonerated of the charges vide order dated 2/3-7-2001 and he was promoted subsequently vide order dated 13-7-2001.

26. It is pertinent to mention that penalty of recovery of Rs. 5880 vide impugned order dated 02-10-97 was imposed on the memo dated 22-07-96 and amount of penalty was deposited by the workman under protest on 17-06-98. The appeal against penalty order was rejected on 21-01-97 and review petition was also rejected vide order dated 19-05-98. It is not the case of the FCI that the workman's promotion was cancelled vide order dated 17-05-2001 on account of said penalty of recovery of Rs. 5880.

27. In above facts and circumstances if promotion was cancelled on the ground of memo dated 18-03-99, even then after exoneration the workman is entitled to get promotion from the date junior to him was promoted against the penal of year 2000.

28. Admittedly, vide order dated 17-03-2001 (paper No. 6/38) Shri P.N. Pal, AG II(D) he was promoted to AG I against the panel of 2000 and it is not the case of the FCI that he was not junior to the workman. Therefore, the workman is entitled to get promotion against the penal of 2000 from the date his junior was promoted.

29. In view of the above discussion the reference under adjudication is answered as under :

- (i) the action of the management of FCI in imposing penalty of recovery of loss @ Rs. 5880 along with debarring the workman for three years from all important and sensitive job is neither illegal nor unjustified.
- (ii) The action of the management of FCI in not granting selection grade w.e.f. 01-12-1997 is also not unjustified.
- (iii) The action of the management of FCI in not granting promotion to the post of AG I (D) in the year 2000 is not justified and the workman is entitled to be promoted from the date his junior was promoted against the panel of 2000.

### 30. Award as above.

Lucknow : N.K. PUROHIT, Presiding Officer  
26-03-2010

नई दिल्ली, 19 अप्रैल, 2010

**का. आ. 1202.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध**

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 178/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-4-2010 को प्राप्त हुआ था।

[ सं.-41012/145/2000-आई आर (बी.-1) ]  
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th April, 2010

**S.O. 1202.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 178/2000) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway and their workman, which was received by the Central Government on 19-4-2010.

[No. L-41012/145/2000-IR(B-1)]  
SURENDER SINGH, Desk Officer

### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

#### Present :

N. K. PUROHIT, Presiding Officer

I. D. No. 178/2000

Ref. No. L-41012/145/2000-IR (B-1) dated 7-11-2000

#### BETWEEN

Shri Nand Ram,  
C/o 119/74, Qr. No. 61 Nasimabad,  
Darshanpurva, Kanpur

#### AND

1. The Divisional Railway Manager (P),  
Central Railway,  
Jhansi-284001.
2. The Sr. Divisional Commercial Manager,  
Central Railway,  
Jhansi-284001

#### AWARD

Dated 30-3-2010

1. By order No. L-41012/145/2000-IR (B-1) dated : 7-11-2000 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub-section (2A) of Section 10 of the Industrial disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Nand Ram C/o 119/74, Qr. No. 61, Nasimabad, Darshanpurva, Kanpur and the Divisional Railway Manager (P) Central Railway, Jhansi

and the Sr. Divisional Commercial Manager, Central Railway, Jhansi for adjudication.

2. The terms of reference under adjudication are as under :

"Whether the action of the management of Divisional Railway Manager/Senior Commercial Manager, Central Railway, Jhansi in terminating the services of Shri Nand Ram w.e.f. 14-7-1994 is legal and justified ? If not, to what relief the workmen is entitled to ?"

3. The case of the workman in brief is that he was employed as waterman at Khairad Jn. Railway Station under DRM, Central Railway, Jhansi and worked upto 15-7-1994 and during his period of engagement he performed all duties of class IV staff apart from supplying water to the officers, staff and passengers. It has been submitted by the workman that whenever he was engaged, after intermittent break, he had to undergo a medical test before engagement. He has further submitted that he worked for more than 126 days continuously during years from 1978 to 1989, and accordingly, as per notifications of Railway Board he became eligible for regularization, but the railway administration instead of regularizing him started practice of engaging him for less days i.e. for 120 days during years 1990 to 1994 and finally engaged some other person in his place, which amounts to unfair labour practice. It has been alleged by the workman that the action of the management in terminating his services in spite of his working for more than 240 days in every calendar year without any notice or notice pay in lieu thereof or retrenchment compensation, retaining junior to him in the employment and making new appointment without intimating him, amounts to violation of provisions of Section 25-F, G & H of the I.D. Act, 1947 Accordingly, the workman has prayed that his termination dated 15-7-1994 be held unjustified and illegal and he be reinstated with continuity in service and back wages.

4. Per contra, the management of Central Railway has filed its written statement, disputing the claim of the workman, wherein it has submitted that the workman was engaged as Mobile Casual Seasonal Waterman for intermittent seasonal work during hot weather for less than 3 months each year from 1978 till 1991 and never completed 120 days continuous service during said period, within a year, as such, temporary status was never granted to the workman. It has been categorically denied by the management that any of the junior to the workman has retained by them and has submitted that the practice of engaging hot weather/summer season, Mobile Seasonal Casual Waterman had been discontinued w.e.f. 1992 consequent to Railway Board's circular dated 3-2-1992 which contained that since water coolers have been provided at railway station for providing cool drinking water to the passengers, the Mobile Seasonal Casual

Watermen should not be engaged during hot weather/summer season. Further, it has been submitted by the management that since engagement of the workman was purely seasonal, intermittent and casual in nature for a fixed terms and also terminable even at earlier dates if the monsoons starts early, therefore, the disengagement of the workman does not amounts to retrenchment as defined in I.D. Act, as such, neither provisions of Section 25 F as well as 2 (oo) (bb) of the Act are applicable nor the management of railways has violated any of the provisions of I.D. Act. Accordingly, the management of the railways has prayed that claim of the workman be rejected out rightly.

5. The workman has filed rejoinder whereby it has only reiterated his averments in the statement of claim and has not introduced any new fact.

6. After submission of documentary evidence in support of their respective claims by the parties, the workman filed his affidavit in support of its version. When the management did not turn to cross-examined the workman in spite of ample opportunity being extended to it; the case was ordered to proceed ex parte against the management and date for management's evidence was fixed. The management filed affidavit of Sh. Preetam Singh, Asstt. Commercial Manager, Central Railway, Jhansi in support of their case and workman cross-examined the management's witness.

7. Perused the written arguments filed by both the sides and scanned entire evidence on record.

8. It has been admitted by the management witness that the workman had worked from 1978 to 1994 as seasonal casual waterman and he has also admitted that workman had acquired temporary status. The learned representative also contended that instead of regularizing the workman the railway administration has disengaged the workman from 15-7-1994 without any notice or notice pay in lieu thereof or retrenchment compensation and other persons have been engaged in place of the workman. Thus, disengagement of the workman is unjustified and illegal and workman be reinstated with all consequential benefits. The learned representative has relied on the following case laws'

(1) 1982 LAB IC 811 L.Robert D'souza Vs. XEN S.Rly.

(2) 1992 SCC (L&S) 611 UOI Vs. Basant Lal and others.

9. Per contra, the learned representative on behalf of the railway administration has urged that the workman was engaged for hot weather seasonal work for providing water to the passengers at railway stations. No other work was taken from him or else. He would not have been disengaged during summer season. The Mobile Seasonal

Casual Labour got to be disengaged on 15th July or days—the onset of "Mansoon" which ever was earlier. The learned representative has also submitted that under similar and identical case of Seasonal Casual Water Man the disputed was raised under similar grounds by other workman before the CGIT, Kanpur but in that case no claim award was passed. Apart from this the present case is also liable to be rejected on the ground of delay and laches in raising the present industrial dispute. He has filed uncertified copy of decision dated 28-5-1987 passed in Writ Petition No. 1333/87 N. Rly. Administration Vs. Kushal Kishore and also relied on (2001) 1 SCC 424 Indian Iron Vs. Prahlad Singh.

10. I have given thoughtful consideration on the rival submission of both the sides and perused the relevant record in light of their submissions.

11. The workman Nand Ram has stated in his statement on oath that he was engaged as waterman from 1-4-1978 and he had worked upto 14-7-1994 but his services have been disengaged from 15-7-1994 and he was informed that some other person engaged in place of him. He has also stated that apart from working as waterman he was also performing the work of permanent nature like delivery of dak, duty on cabin and checking signals etc. Vide order dated 11-2-2002 none was present on behalf of the railway administration, therefore, opportunity to cross examine the workman was closed.

12. The management witness Sh. Preetam Singh, Asstt. Commercial Manager, Central Railway, Jhansi has stated that the workman was considered to be engaged as hot weather waterman and no other work was taken from him. He has also denied that any other person as alleged by the workman was engaged in place of him. He has further stated that vide Railway Board circular dated 3-2-1992 the Railway Board has totally withdrawn the policy of deployment of hot weather waterman and Mobile Waterman during summer season completely. In the light of above directions the workman had worked as hot weather waterman upto 14-7-1994 after that nobody either junior or senior to him was engaged as hot weather waterman in summer season. He has further stated that drinking water arrangement has been strengthened over the years by providing water coolers of varying capacities. He has also stated that the workman was lastly engaged in summer season of 1994 as per terms and conditions as laid down in the official letter dated 5-4-1994 (9/7). He has further stated that a panel of screened MRCLs of Commercial department was published on 3-5-1988 with endorsement of conditions for regularization mentioned against the name of each candidate. due to sheer inadvertent mistake and oversight, the name of applicant was wrongly included in the aforesaid list. Even as per his serial position in the said list, much before his name could be considered for regularization and including those of

his seniors in the said list, the said list itself was concealed due to administrative reasons thereafter a fresh notification was issued and pursuance to same screening test was conducted in July/August 1994. A candidate does not acquire a prescriptive right over a post even after appearance of his name in the panel. It is pure discretion of the Government to appoint a candidate from the said panel or not.

13. The management witness has also stated that for benefit of hot weather seasonal waterman the Railway Board has already framed a scheme and issued notification (9/12) that those who fulfil the criteria laid down in the said notification may apply to the screening committee and those who would be found suitable, their names may be considered for regularization against future vacancies by giving them preference over fresh candidates and in pursuance of the said notification the workman has also applied and as per terms and conditions his name would also be considered on his term.

14. The workman has adduced photocopies of service record, railway passes issued to him medical fitness certificate and correspondence pertaining to him for appearance in the screening committee etc. A request was made to summon original record but it was submitted on behalf of the railway administration that the period of preservation of attendance and register and day attendance is for 3 years and all previous record upto 31-12-1993 in the said respect have been weeded out similarly the period for preservation of paid voucher is six years and records beyond six years also weed out in due course.

15. It is not disputed that the workman had worked as seasonal hot weather waterman. The management witness has admitted in his cross-examination that workman had worked as such from 1-4-1978 to 14-7-1994. The management witness has also admitted in cross-examination that the workman was granted temporary status w.e.f. 2-4-1986 thus, the statement of the workman as regards working as waterman for the period 1978 to 1994 finds support from the evidence of the management witness and it is established from the evidence of the management witness that workman had acquired temporary status w.e.f. 2-4-1986.

16. As per Rule 2004 of REM Vol. II except where notice is necessary under any statutory obligation, no notice required for termination of services of casual labour but in case of casual labourers who has obtained temporary status after completion of prescribed period of continuous employment, the period of notice will be determined by the rules applicable to temporary railway servants. Rule 2005 prescribes the entitlement and privilege admissible to casual labourers who are treated as temporary i.e. given temporary status. The casual labour treated as temporary are entitled to the rights and benefits admissible to temporary railway servant as laid down in Chapter XV of

the Manual, the Chapter XV is pertaining to terms and conditions applicable to the railway servant in temporary service. Rule 1502 envisages that services of a temporary railway servant shall be liable to terminate on 14 days notice and lieu of the notice prescribed, it shall be permissible on the part of the railway administration to terminate the services of a railway servant by paying him the pay for period of notice, and in case of railway servant to whom the provision of the I.D. Act, 1947, apply, he shall be entitled to notice or wages in lieu thereof in accordance with the provision of that Act.

17. In the present matter the workman has produced the photo copy of the DRM office personal branch dated 15-12-1986 wherein it has been shown that temporary status was granted to him w.e.f. 2-4-86. Railway administration has not admitted the photo copy and original has not been produced by the railway but management witness himself admitted this fact that the workman was granted temporary status w.e.f. 2-4-1986. The contention of the railway that temporary status granted only for particular year is not tenable. Even seasonal laborers as per Rule 2006 (2) (a) casual waterman for summer season shall be eligible for temporary status after completion of 120 days of continuous employment and once temporary status was granted it may be assumed that such status was granted after completion of statutory prescribed period and once seasonal labour acquired temporary railway servant status by operation of law or by order of the railway administration the condition of services would be governed as set out in Chapter XV of IREM, thus, prior to disengagement of the workman compliance of the provision as regard prior notice or wages in lieu of notice was essential. Admittedly, the procedure has not been carried out in the present matter. But termination of the services of the employee who had acquired temporary status after completion of 120 days continuous service, the authority concerned had to comply with Rule 1502 of IREM Vol. I by issuing 14 days notice prior to termination. The learned representative on behalf of the railway has referred the award passed in the matter of Mobile Hot Weather Watermen by CGIT, Kanpur. The facts of that case are different. It was not an admitted fact in the said award that temporary status was granted to the workmen concerned but in the present case it has been established that such status was granted to the workman. In none of the case laws which have been cited by the learned representative, it was under consideration whether a seasonal labourer who had admittedly acquired temporary status under provision of IREM may be disengaged without complying the provisions under 1502 of the IREM Vol. I.

18. In view of the above discussion since the workmen had admittedly acquired the temporary status in the year 1986 and notice or wages in lieu of notice has not given prior to their disengagement, the action of the railway administration in disengaging the workmen w.e.f. 15-7-1994 is not justified.

19. As regarded relief for regularization of the services of the workmen is concerned in rule 2005 of the IREM it has been categorically mentioned that such casual labour who acquired temporary status, will not however, be brought on to the permanent of regular establishment or treated as regular employment in railway until and unless they are selected through regular selection for group 'D' post in the manner laid down from time to time and subject to such order Railway Board may issue time to time. It further envisages that no temporary post should be created to accommodate such casual labours who acquired temporary status for the conferment of benefits. Thus, such temporary status acquired casual labourer can not claim for regularization as a matter of right. His regularization may be done in terms of railway rules according to his turn keeping inview the practice followed in such cases.

20. As regards engagement of some other workman after disengagement of the workman from services the workman has not adduce any evidence in support of his allegations. He has not mentioned the name of the person who has been allegedly retained or engaged after his disengaged thus, he has failed to prove the violation of Section 25-G and H of the Act.

21. This contention of the learned representative on behalf of the Railway Administration is not tenable that reference is not maintainable solely on the ground of delay as proviso of Limitation Act are not applicable in the matter of Industrial Dispute Act. The facts of the case law cited by learned representative on behalf of the Railway Administration are distinguishable. However, while considering question of back wages delay in raising industrial dispute may be taken into consideration.

22. In view of the above discussions the workman is entitled for reinstatement as temporary status employee. The workman disengaged in the year 1994 but he has raised the industrial dispute at very belated stage. Moreover, he has not stated that he did not remain in any gainful employment since 1994. Having regards to the entire facts and circumstances of the case, the interest of justice would be subserved by reinstating the workman without back wages.

24. Accordingly, the reference under adjudication is answered as under;

- (i) Since the workman had acquired temporary status the action of the management disengaging the workman w.e.f. 15.7.1994 in violation of provisions of Section 25-F and IREM is unjustified, the workman Sh. Nand Ram is entitled to be reinstated as Seasonal Labourer having temporary status in service without back wages on available vacancies.

(v) The railway administration is further directed to comply the direction to reinstate the workmen against available vacancies as expeditiously as possible and preferably within 3 months from the date of receipt of the order of the award.

25. The reference under adjudication is answered accordingly.

26. Award as above

DATE NOW: 30-3-2010

N. K. PURCHETT, Presiding Officer

New Delhi, 19 April, 2010

का. अ. 1205.— औद्योगिक विवाद अधिकार 1947 (1947 का 14) की याहु 17 के अनुसार ये, बैंकरी सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधनकारी के सचिव नियोजकों और उनके कर्मकारों के बीच, अमृत शह में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार 1947 अधीन चण्डीगढ़ के पैकेट (संख्या 339/2001) के प्रकाशित करती है, जो केन्द्रीय सरकार को 19-4-2010 को प्राप्त हुआ था।

[सं. रुल-41012/76/2001-अद्व. अर (वी-1)]  
मुख्य अधिकारी  
New Delhi, the 19th April, 2010

S.O. 1203.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 339/2001) of the Central Government Industrial Tribunal/Labour Court, Asansol now as shown in the annexure, in the Industrial Dispute between the management of Eastern Railway and their workmen, which received by the Central Government on 19-4-2010.

[No. L-41012/76/2001-IR(B-1)]

SURENDRA SINGH, Desk Officer

ANNEXURE

IN THE COURT OF CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ASANSOL

Reference No. 6/ITC/2001

Management of Eastern Railway, Asansol

Vs.

Vice President, Eastern Railway Quasi Employees' Union, Asansol

SETTLEMENT IN LOK ADALAT

Held on 11th December, 2009 at Kajors Guest House

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The form 'H' containing the

terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly

MANORANJAN PATNAIK, Presiding Officer

मुख्य अधिकारी, 19 अप्रैल, 2010

का. अ. 1204.— औद्योगिक विवाद अधिकार 1947 (1947 का 14) की धारा 17 के अनुसार ये, बैंकरी सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधनकारी के सचिव नियोजकों और उनके कर्मकारों के बीच, अमृत शह में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार 1947 अधीन चण्डीगढ़ के पैकेट (संख्या 339/2001) के प्रकाशित करती है, जो केन्द्रीय सरकार को 19-4-2010 को प्राप्त हुआ था।

[सं. रुल-12012/166/99-आद्व. आर (वी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th April, 2010

S.O. 1204.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 339/2001) of the Central Government Industrial Tribunal/Labour Court-1, Chandigarh as shown in the annexure in the Industrial Dispute between the management of State Bank of India and their workmen, which was received by the Central Government on 19-4-2010.

[No. L-12012/166/99-IR(B-1)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,  
CHANDIGARH

Case I.D. No. 339/2001

The General Secretary,  
State Bank of India Staff Congress,  
1304, Sector-23-B, Chandigarh . . . . . Applicant

Versus

The Regional Manager,  
State Bank of India,  
Region-III, Lower Lohkar Bazar,  
Shimla (H.P.) . . . . . Respondent

APPEARANCES

For the Workman : Shri Raj Kanthik

For the Management : Shri Ashok Gupta

AWARD

Passed on : 6-4-10

Government of India vide notification No. L-12012/166/1999-IR (B-1) dated 6-12-2001 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act

to show me. Then the following incidental glimpse of life in the village:

Whether the action of the management of the Bank of India, Shanti (H.C.) in denying the claim of the First Bank of India by Congress is justified, is open to a serious doubt which is beyond my power to say in view of the condition of the bank.

After receiving, the former two parties, working in <sup>for</sup> <sup>for</sup> <sup>for</sup>  
Parsons' supposed and filed their respective pleadings, the  
person of the statement of claim filed by the workmen was  
apparent that workman contended in the group I that he  
was appointed by the Branch Manager Balsamick Bank  
of New York of Indiana Messenger, with whom he left the  
boy. In addition to this he was also employed in a per-  
manent service to the employees of the bank as a messenger  
and he was given working hours earlier than 10  
and the wages for all the work he performed as 8 per cent  
was denied equal remuneration with the permanent  
employees of the bank, whereas it was being paid in the case  
of permanent group-I employees. On the basis of the  
above facts, the workman requested for an order providing  
him equal remuneration as paid to the other permanent  
group-I employees working in the management of  
respondent bank.

The claim was contested by the management by filing written statement. The preliminary objection was started that there was no employer-employee relationship between the defendant and the management of suspended bank as the workman was appointed by another by a semi-implementary Committee. The said implementation Committee has no concern with the bank. It is a welfare committee approved by the management of suspended bank without legal relationship with the bank.

It is admitted by the management of respondent bank that intermittent workmen has also served as casual workers on daily wages in addition to his duties as paper boy, which he was paid daily a sum of \$2.25.

Parties were afforded the opportunity for adducing evidence, whereas Sridhar filed his affidavit in support of his claim and he was cross-examined by learned counsel for the management on 30-7-2008. Likewise Shri Sudhir Kumar Negi filed his affidavit on behalf of the respondent bank and he was cross-examined by learned counsel for the workers on 10-8-2010. Parties were heard at length. I have gone through the entire materials on record. Admittedly the workman has worked in two capacities. In the capacity of a cleaner boy appointed by (Health Implementation Committee) and as daily casual worker intermittently for daily wages as per

So far as the working in first capacity is concerned, the Local Implementation Committee is a welfare measure adopted by the management of respondent bank. It has to work in conjunction with President, Secretary, and Manager, who is independently ruled by the office bearing or providing various other staff facilities to the committee.

2016-03-10 10:30:00

मेरी नं. 3265-... वार्ताओंका विवर अधिकारीम 1947 (1947  
वर्ष का अन्य 17 के अनुसार मैं, कल्पनीय वार्तालाइट एक और  
दृष्टिकोण से अवश्यकता के साथ कुछ वार्तालाइट और उनका कामकाज के  
लिए अपने विभिन्न औपचारिक विभागों द्वारा दस्तावेज़ लाई गई। अब इनका विवर अधिकारी (2/2/2002) द्वारा  
प्राप्त होता है।

Wiley Encyclopedia of Animal Science

Under section 121A, i.e., paragraph of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government herein concludes the award (Ref. No. (2), 1962), dated 17-5-1962, in the matter of Industrial Tribunal case No. 1000, year 1, Chandigarh now as shown in the annexure, in the following Dispute between the Management of State Bank of India and their workers, which was received by the Central Government on 10-5-1962.

SN: 1/1/2012/8/2012/6R(1-1)  
RE: BORN PAK SHUEN, Dick Officer  
LAW OFFICES OF

MR. JAI KISHAN DUTTA KUMAR SHARMA,  
P.D. SERVING OFFICER, CENTRAL GOVERNMENT  
IN CHARTERED ACCOUNTANT-COMMISSIONER COURSE,  
THE UNIVERSITY  
THE UNIVERSITY

2023-03-27/2023

and the High  
Court has  
been asked to  
rule on whether  
the Bill  
is unconstitutional.

V. 25:

#### APPENDIX A 65

THE MUSICAL WORK

### The Sampled Distribution

#### Summary Statement

### Stages of Abundance

under Section 13 of the Industrial Disputes Act, 1947 (the Act in short), referred the following industrial dispute for adjudication to this Tribunal:

"Whether the action of the Asia General Manager State Bank of India, Region-I, Punjab, Chandigarh in terminating the services of Shri Jagdev Singh, the Messenger is justified ? If not what relief the workmen is entitled ?"

After receiving the reference parties were summoned. parties appeared and filed their respective pleadings. On perusal of the pleadings of the workman the care of the workmen in my belief is that he was apportioned by the management as messenger, State Bank of India, Sector 7 Madhya Marg, Chandigarh branch. He was paid wages Rs. 1,000 per month from the Welfare Fund and Rs. 40.00 per day from petty cash and the entire amount was paid monthly. Initially he was paid Rs. 400 per month which was increased to Rs. 1,000 per month, further increased to Rs. 1,430 and subsequently was reduced to Rs. 1,000 in April 2003. In this capacity he has worked as caretaker boy but he was also entrusted other work of the bank and he was paid daily wages at the rate of Rs. 40.00 per day. He performed his duties sincerely but his services were terminated without notice or payment of one month wages in lieu of notice and without payment of remuneration co-compensation. He had completed 24 days in the preceding year from the date of his termination. His termination is void and illegal being against the provisions of the Act.

The management of the bank appeared and contested the petition by filing written statement. The preliminary objection was raised that their had been no employer and employee relationship between the workman and the management of respondent bank. The workman was appointed as canteen boy by the L.L.C. (Local Implementation Committee) which is an independent body and has no concern with the functioning of the bank. As such he was not employee of the bank and he was paid wages from the funds of the Local Implementation Committee. Rest of the contentions of the workman have been also denied by the management but it is admitted that on some occasions he was also emulated the work of the bank for which he was paid daily wages from petty cash. A duty wiper has no right to pose. He has not completed 140 days in the preceding year from the date of his termination as a daily wiper with the bank.

On perusal of the proceedings of the parties it is evident that workmen has worked with the rank in two capacities. The first capacity is as a cadre on by appointed

of the employment of the bank, the master boy cannot claim parity with the employees of the bank and further cannot claim any recompence of his services on account of his work as a master boy.

The second capacity in which the workman has worked is daily-wager. There is no dispute on this issue that workmen can also work as a daily-wager and wages paid to them will come from petty cash. If his working as a daily-wager with the management of the bank is protected under the provisions of the Industrial Disputes Act, any type of employment may be daily-wager or casual is protected under the provisions of the Industrial Disputes Act. If the relation of the workman had been terminated against the provisions of the Act, such termination will be illegal and unconstitutional. It does not mean that Industrial Disputes Act regulates the termination of the services of the daily-wager worker but the Act regulates the termination. The termination of a daily-waged worker is regulated so the scope that termination should be succeeded by "a sum equal to payment of one month wages to him" or more along with the payment of recompence or compensation. If it is not done, the termination of the daily-waged worker shall be void ab initio against the provisions of the Act.

The management has contended that a daily wage worker who is paid from petty cash has no right to work. It is true that a daily wage worker has no right to post. I am not inclined to accept the contention of the management that the workmen was paid wages from the petty cash account is not entitled for the protection of the provisions of the Act. Payment from petty cash is mode of payment which shall be considered direct payment by the management i.e., the inter se arrangement of the management regarding the payment of wages. The protection under the provisions of the Act, to a daily wage worker is the continuation of his right to work. He cannot be illegally retained. If he cannot be terminated against the provisions of the Act, which done he is entitled for the protection of his work which he was working before his termination. It is a very important right of the workmen under the provisions of the law, his right to priority of work. The management cannot pick and choose in the manner of payment. The management has to adopt a policy of first come, first served and if there is any requirement of a daily wage labour after the termination of the service, the priority should be given to the references. These rights are mandatory and absolute and are not discriminatory. Thus, if the said workman from the capacity of the contract boy has already worked for 180 days or more in the preceding year from the date of his termination, he is entitled for the protection of the provisions of the Act. The workmen has specifically stated that he has completed 180 days of work in the preceding year from the date of his termination and he is entitled for the protection of the provisions of the Act. The workmen has worked for long period w.c.f. 1952.

Third, I am still the field editor for the journal, so I am involved in his working up of manuscripts. This does not mean, however, that I really engage in a close technical editing process, but rather that he has completed his first draft and I am presenting him with a few flat faces or in other words, no such major changes as to undermine his work. He has been writing manuscripts for me without any supervision, and I am grateful to him for that. Without his contributions, my journal would not exist.

workman and as per the policy of the management appointment of casual worker are not permitted. The Law also prefers the regular appointments and the reinstatement of the services of a daily waged worker cannot be substituted as his regular appointment. This Tribunal cannot work as a appointing authority of the bank. Regular appointment has to be made as per the procedure laid down in the rules. Thus, under the circumstances prevailing in this industrial dispute, I am of the view that grievances of the workman should be remedied by payment of reasonable compensation.

Whenever, the compensation is paid to the workman, it depends on so many factors as compensation should be reasonable and accordingly it is bound to be based on the reasonable criteria. The criteria which are adopted by the Tribunal for calculating reasonable compensation are the length of service workman has served with the management, amount of wages which he was getting during his services with the management, one month wages at the time of termination, lawful terminal dues, interest thereon, inflation, variable index factor etc. I am also of the view that the cost of litigation which the workman incurred to enforce his lawful right before this Tribunal on account of his illegal termination should also be considered. Considering all the facts and circumstances of the case and the factors mentioned above, the compensation of Rs. 2,00,000 (two lakhs only) will be a reasonable compensation for redressing/redress the grievances of the workman. It will meets the ends of justice. Accordingly, the management is directed to pay the workman an amount of Rs. 2,00,000 (two lakhs only) within one month from the date of publication of the award. If the management opted to pay the aforesaid compensation to the workman within one month from the date of publication of the award no interest need to be paid, failing which the workman shall also be entitled for an interest at the rate of 8 per cent per annum from the date of filing claim petition till final payment. Appropriate Government be informed for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2010

का. आ. 1206.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) वाली धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया एवं राज जयपुर के प्रबन्धनातंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 71/2007) द्वारा प्रकाशित करली है, जो केन्द्रीय सरकार को 19-4-2010 को आए हुआ था।

[सं. एल-12012/127/2005-आई आर (बी-1)]  
सुरेन्द्र सिंह, डेरेक्टर अधिकारी

New Delhi, the 19th April, 2010

**S.O. 1206.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 71/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Delhi as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Bikaner and Jaipur and their workmen, which was received by the Central Government on 19-4-2010.

[No. L-12012/127/2005-IR(B-1)]  
SURENDRA SINGH, Desk Officer

#### ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 1, KARKARDoomA COURTS  
COMPLEX, DELHI

I. D. NO. 71/2007

Shri Ram Kumar Dubey  
S/o Shri Ram Dulare,  
R/o 108, ESI Hospital Colony,  
Basai Darapur, New Delhi  
... Workman

Versus

The Manager,  
State Bank of Bikaner and Jaipur,  
ESI Hospital,  
Basai Darapur Branch,  
New Delhi  
... Management

#### AWARD

1. A tea vender used to supply tea at Extension Counter, State Bank of Bikaner and Jaipur, located at E.S.I Hospital Complex, Basai Darapur, New Delhi. Casual jobs were taken from him by the Bank at intermittent period. He was under an impression that performance of casual job at the said extension counter would create a right in his favour for absorption in the services of the bank. When this impression was wiped out by the bank authorities, he raised an industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication. vide order No. L-12012/127/2005-IR(B-1), New Delhi, dated 8-10-2001, with the following terms:

"Whether the action of the management of State Bank of Bikaner and Jaipur, Basai Darapur Branch, New Delhi in terminating the services of Shri Ram Kumar Dubey w.e.f. 21-3-2003 is justified? If not, what relief the concerned workman is entitled to?"

2. Claim statement was filed by Shri Ram Kumar Dubey pleading therein that he was employed as peon, in Basai Darapur Branch of State Bank of Bikaner and Jaipur since July, 1992. He served the bank continuously to their

entire sumptuation. He was never served with a memo or charge sheet. He was paid on daily wages basis @ Rs. 160/- per day. He was not given any weekly off, holidays or earned leave etc. Supplementary facilities like ESI, Provident Fund, medical facilities, conveyance and house rent etc. not provided to him. He raised a demand for the facilities and also the regularization of the services. When he insisted for his demand, the bank authorities fell annoyed. His services were terminated on 21-3-2003, without assigning any reason. His pay for the month of March, 2003 was not paid. Action of the management in terminating his services was in contravention of the provisions of section 21(a), 25-1 and 25-14 of the Industrial Disputes Act, 1947. In view of the facts, the said action is illegal and liable to be set aside. The claim for reinstatement in services of the bank with arrears and full back wages.

3. Content was given to his claim by the management by saying that there existed no relationship of employer and employee between the parties. Ram Kumar Dubé was never in control of the management of bank, hence there was no question of serving any memo or change sheet which he used to serve in the compound of KSI hospital. On occasions he used to clean bank premises and supply wages in exigencies. He was never in the employment of the bank, even as a daily wager. It has been denied that it was paid his wages @ Rs. 100/- per day. There was no question of providing him with the facilities such as weekly off, holidays & i.e., casual leave, bonus and President fund etc. It is denied that he raised a demand for the aforesaid facilities as well as for regularisation of his job. It has further been denied that the bank feloniously and terminated his services w.e.f. 21-3-2003. It has been projected that Ram Kumar Dubé filed a writ petition bearing No. 513/2007 before High Court of Delhi, which was disposed of vide order dated 30-4-2007. It has been claimed that Shri Ram Kumar Dubé is not entitled to any relief and his claim statement is devoid of merits.

4. The claimant examined himself (WW1), Shri P. Katherwal (WW2) Shri Mohan Upadhyay (WW3) and Mohan Singh (WW4) in support of his claim. Shri A. K. Mehta was called upon behalf of the management.

5. Arguments were heard at the bar. Claimant presented facts in person. Shri Ganesh Kumar Verma authorised representative, raise his submissions on behalf of the minor. I have given my careful considerations to the arguments advanced at the bar and emotionally perused the record. My findings on issues involved in the controversy are as follows:

6 Ram Kishan Gaba testified that he was working as peon in E.S.I. Hospital branch, Bikaner Darapur, State Bank of Bikaner and Jaipur since 1992. His duty hours were from 7 A.M. to 1 P.M. Initially he was paid @ Rs. 30/- PM as his wages in the year 2001. Thereafter, he was paid @ Rs. 100 per day. He continuously worked with the

Sgt. W. K. Ladd, of the Boston Police Department, was working at what is known as the "Wingfield Inn," on Hampden Street, New Bedford, on Saturday evening, October 10, 1914. Lieutenant Ladd, who is a member of the Massachusetts State Police, was on duty at the Wingfield Inn, which is located on the corner of Main and Broad Streets, New Bedford. He was on duty there in connection with the investigation of a fire which had broken out in the building on the night of October 9, 1914. The fire was discovered about 10 o'clock at night, and it was believed to have been started by a person who was in the building. During the investigation of the fire, Lieutenant Ladd learned that he would be unable to complete his work at the Wingfield Inn because he had to attend to some other business. He therefore left the Wingfield Inn and went to the home of his employer, James R. Keene, who had given him a job as a police officer, previously having engaged him to do some work for him. Lieutenant Ladd remained at the home of James R. Keene until about 11 o'clock, when he left the house and walked down Main Street, where he met a man whom he knew to be a police officer, Captain John C. Ladd, of the Boston Police Department. Captain Ladd was on duty at the Wingfield Inn, and he and Lieutenant Ladd exchanged greetings. Lieutenant Ladd then continued on his way down Main Street, and he was soon joined by Captain Ladd, who accompanied him to the Wingfield Inn, where they both completed their work.

bank hours were from 7.30 AM to 3.30 PM. Bank used to open at 7.30 AM and close at 4.00 PM. He presents that he never went to the bank leaving his job unattended. He was going to the bank for doing transactions in his saving bank account for the last three years. He had not seen identity card and appointment letter of Shri Dube. He found Ram Kumar Dube inside the bank premises, serving tea to officials working there. He denied that Ram Kumar Dube is serving as tea stall in the compound of E.S.I. Hospital.

4. Mukhan Singh deposed that he was working in Kitchen Section of ESI Hospital since 1987. In 1991-92 extension counter of the State Bank of Bikaner and Jaipur was situated in ESI Hospital Complex, Basai Darapur, New Delhi. Since then he was maintaining saving bank account in the said Extension Counter. He used to visit Extension Counter often and then. He saw Ram Kumar Dube working as peon on daily wage basis in the said Extension Counter. After and then he used to hand over his cheques to Ram Kumar Dube for deposit in his saving bank account. Once or twice Dube has withdrawn money from his bank account at his instance. During the course of cross-examination, he admits that he never got any respite from my duties. He requested that Ram Kumar Dube to deposit cheques in his bank account, since he was working there. Once he informed from Mr. Meena, who was working in the bank and he told that Ram Kumar Dube was working as peon on daily wage basis.

50. Shri A. K. Meena swears in his affidavit that Ram Kumar Dube used to sell tea in ESI Hospital compound. He was contracted to clean bank premises and supply water to tank when regular sweeper was absent. He was never employed by the bank. Relationship of employer and employee never existed between him and the management. No supervision and control was exercised by the bank on the claimant. There was no question of termination of his services. He was engaged to clean the bank premises and supply water on 1-5-2001, 22-7-2002 to 1-5-2002 and 17-11-2002 to 22-11-2002. He was paid through vouchers for that period. He never worked continuously for 740 days. An extension counter of the bank has two employees only. There never existed any vacancy for regular employee in that extension counter. During the course of his cross-examination, he projects that Dube worked only for 14 days in the said extension counter and was paid @ Rs. 100 per day for these days. He avers that certificates Ex. MW1/W1, Ex. MW1/W2, Ex. MW1/W3, Ex. MW1/W4, besides vouchers Ex. MW1/W5 etc issued by the bank, Ex. MW1/W6 is the copy of the reply sent by the bank to Assistant Labour Commissioner (Central) in response to the claim of the workmen. He further asserts that the workmen opened an account No. 1133 at Basai Dara Purb branch of State Bank of Bikaner and Jaipur, wherein he has shown his residential address as 214 ESI Colony, Basai Darapur, Delhi. He projects that he is not

aware that invitation card mark B was received by the claimant at the extension counter of the bank. Photo copy of L Card mark C does not show nexus of the claimant with the bank. Bolwant, who is working as peon in Jawala Heri branch of the bank, might have sent invitation card mark C. Since the claimant was serving tea in E.S.I. compound as well as at extension counter of the bank, his name might have been mentioned on card mark C. He could not say whether mark D running in 8 leafs were in the hand writing of the workman or not. Mark E (running in 8 leafs) are not on prescribed register of the bank.

11. When testimony of the aforesaid witnesses were closely perused, it came to light that the workman places reliance on document mark D and E. These documents bear stamp of State Bank of Bikaner and Jaipur, Extension Counter, ESI Hospital, Basai Darapor, New Delhi-15. Except that stamp, one cannot make out that these documents are related to transactions performed at the aforesaid extension counter. The claimant projects that these documents were prepared by him while serving as a peon in the bank when closely perused mark D and E purport to be copy of peon book. One cannot say that the said peon book was maintained at the aforesaid extension counter. Neither original of the said peon book has been produced nor mark D and E are proved by the claimant to be in his own hand. Mere affixation of stamp of mark D and E would not attribute authenticity to these documents. When genuineness of the documents are within the ambit of doubt, these documents cannot espouse claim of Shri Dube. Though the claimant projects that he served at the extension counter of the bank since 1992, yet except Ex. MW1/W1 to Ex. W5 no other document has been brought over the record to substantiate his claim. Ocular facts deposed by Shri Dube or his witnesses are vague. Though Shri Dube claims to have been serving the bank for a very long period, yet he could not place His appointment letter or any other document to prove that he was an employee of the bank. His witnesses also detail facts in the same vein. Except a few document, no material has been brought over the record to show that Shri Dube was an employee of the bank. As deposed by Shri Meena Dube worked with the bank as a casual employee that too for a very short period. This conclusion is substantiated out of the documents proved by the claimant. These documents go to discard ocular facts projected by him and his witnesses. Ex. MW1/W1 projects that Shri Dube served the bank for six days from 22-7-02 to 27-7-02 for which he was paid @ Rs. 100 per day. Ex. MW1/W2 was issued in respect of payment released in his favour for work performed by him on 1-5-2002. Ex. MW1/W3 is copy of Ex. MW1/W2. Ex. MW1/W4 relates to the payment released in favour of Shri Dube for work performed by him from 17-11-02 to 23-11-02. Ex. MW1/W5 relates to release of Rs. 600 in favour of Dube. Therefore, out of these documents it simple emerge over the record that Shri Dube

worker casually with the bank. Facts projected by Shri Meena stand substantiated by these documents.

13. "Continuous Service" has been defined by section 125 of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two periods viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service." sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (i) for a period of one year or six months, he shall be deemed to be in continuous service for that period under an assumption if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Majra vs. U.P. I.C.* (1980) it was held that one year's period as contemplated by sub-section (2) furnished a unit of measure and considering that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit guaranteed by the Act. Consequently, an enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months immediately preceding the retrenchment.

14. Evidence brought over the record through the depositions of Shri Dube and his witnesses does not satisfy human test of ordinary human behaviour and tenets of veracity. How an employee was given employment in the bank without an appointment letters, has not been explained. Why he could not produce any record relating to release of his wages ? Where record of his attendance has gone ? Why his name was not these amongst the employees of the bank ? These questions remained unanswered. Deficiency of facts on these issues make ocular testimony of Shri Dube and his witnesses unworthy of credit. Hence their depositions are discarded while counting the number of days for which Shri Dube worked with the bank. When their depositions are discarded, no material remains over the record to show that the claimant has worked continuously with the management bank for 240 days in a calendar year. When management bank used to release payment by way of vouchers in favour of Dube for casual jobs performed by him, he would have placed those vouchers before this Tribunal in case he would have worked with the bank in the years 92, 93, 94, 95, 96, 97, 98, 99, 2000 and 2001. Absence of payment vouchers for these years falls heavily on his claim. On the other hand facts projected by Shri A. K. Meena are substantiated by documents Ex. MW1/W1 to Ex. MW1/W5. Relying those

piece of documentary evidence and testimony of Shri Meena it is concluded that Dube had worked for a period of 14 days only with the management bank that too on casual basis. Consequently it is evident that claimant has not been able to show that he worked continuously with the management bank for a period of 240 days in a calendar year.

14. Casual employment comes to an end daily. A casual employee cannot project that he is not aware about the nature of his employment. He accepts casual employment knowing well about the nature and consequence of relationship entered into between him and the employer. By accepting casual employment, he admits that his employment will come to an end when the job would come to an end. In such a situation he cannot project that he is a regular/temporary employee whose services cannot be dispensed with. Shri Dube was also aware that being a casual employee he cannot expect permanency of his service.

15. A " seasonal workman" is engaged in a job which lasts during a particular season only, while a temporary workman may be engaged either for a week or for a temporary or casual nature or temporarily for work of permanent nature, but a permanent workman is one who is engaged in a work of permanent nature only. The distinction between permanent workman engaged on a work of permanent nature and a temporary workman engaged on a work of permanent nature is, in fact, that a temporary workman is engaged to fill in a temporary need of extra hands of permanent jobs. Thus when a workman is engaged on a work of permanent nature which goes throughout the year, it is expected that he would continue there permanently unless he is engaged to fill in a temporary need. In other words a workman is entitled to expect permanency of his service. Law to this effect was laid by the Apex Court in *Jaswant Sugar Mills* (1961 (1) E.L.J. 64).

16. As per the case of the claimant his name was not called from the Employment Exchange to appoint him as a casual employee. Record tells that for a few days he was engaged for casual jobs by the management bank. Consequently it is evident that the workman was engaged for a work of casual nature that too for a few days. A casual workman would not acquire permanency of tenure. Such proposition was laid in *Rohtas Industries Limited Vs. Brijnandan Pandey* (1956 (2) E.L.J. 444).

17. Some casual workmen employed in a Canteen raised demand of permanency in service. The Tribunal directed that from particular date they should be treated as probationer and appointed in permanent vacancy without going into the question as to whether more than permanent workmen were necessary to be appointed in the canteen, over and above the existing permanent strength to justify the making of the casual workman a permanent, where they were working. Neither there was any permanent vacancy in existence nor the Tribunal

the first speaker of new psalm. When the psalm was recited, there were announced that the Tribunal was adjourned in taking their decision. On weekend days the public service of the regular permanent committee and the auxiliary committee the Apostolical Institute of Propagation of the Faith met [17/5/1922-5/6/1923].

The view of the law is as follows: That Duke has  
a right to insist which he served the bank in a casual  
capacity, that does for a very short period. When his  
services have discontinued, no right accrued to his favour  
or consideration, from otherwise. It is not case of  
negligence. So he was discharged by the bank in consequence  
of his disengagement. Duke Heald's letter to appointment  
was not issued by the Royal. He had no agent through  
any process of appointment. His name was not communicated  
to the Royal, in exchange for the job. In such a situation  
Duke Heald's employee no right accrued to his favour to  
quarantine.

In the *Devi* [2006 (4) SCC 1] the Apex Court considered the proposition as to whether the persons who are eligible to sue, through following a due regular procedure for the purpose, shall stand or stand down i.e., can be ordered to do or not to do something in their power, to prevent regular communication to the post concerned. Details of the various cases in which were considered and are now defined as follows: (a) those of the court of law to be made permanent on the post to which, were told by them in writing by an ad hoc committee for a fairly long spell. The Court ruled thus:

A question may well be asked whether the State has allowed to go forward the employment and labour force policy of the government posts? This Court, in our view, is bound to decide on the same taking regular and proper account of the matter, and is bound not to let it pass by shut its eyes to the apparent mismanagement of the affairs of regular recruitment. The function to make permanent—the distinction between regularization and making permanent, was not performed effectively and properly by the State, as it is said, and consequently, it would be swindles and would be let it pass by because, even a few of the rest of many existing regulars, who are entitled to other posts according to the judgment of 1947 (*State v. S.S.*) is so sum erred correctly with the conclusion in para 43 of the judgment wherein the Hon'ble Mr. Justice agreed it appears to us that "the last of the directions clearly runs counter to the conventional scheme of employment mentioned in the earlier part of the decision, really, cannot be said that this decision has laid down the procedure to have temporary or casual employees engaged and can following a regular recruitment procedure, should be made permanent."

In the opinion of some of judicial decisions, the Attorney General of the State does not enjoy a power to make arrangements in virtue of Article 162 of the

Conclusion. The Court quoted its decision in Girish Jyanti Lal Vadhia [2006 (2) SCC 482] with approval, wherein it was held thus:

"The appointment to any post under the State can only be made after a proper advertisement has been issued inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution".

21. In P. Chandra Shekhar Rao and others [2006 (7) SCC 438] the Apex Court referred Uma Devi's Case (*supra*) with approval. It also relied the decision in a Uma Rani [2004 (?) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In Somveer Singh [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. Reference can also be made to the precedent in Indian Drugs and Pharmaceuticals Ltd. [2007 (1) S.C.C. 402].

22. In view of the aforesaid reasons it is concluded that Shri Dubé has failed to establish that he worked continuously for a period of 240 days with the management bank and his services were dispensed with in violations of the provisions of the Act. He has no case for reinstatement in the services of the management. His claim statement is liable to be rejected. Same is, therefore, rejected. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 18-3-2010

DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2010

क्रम. अंक. 1207.—औद्योगिक विकास अधिकारीय, 1947 (1947 का 14) का धारा 17 के अनुसार में, कोन्नीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधत्रै के समझ नियोजनों और उनके व्यवहारों के

कार्य है, जो केन्द्रीय सरकार द्वारा 19-4-2010 की तात्त्विक दृष्टि से  
प्रयोग के लिए डिजिटल अधिकारी

New York, the 19 April, 2010

S.O. 1207. --In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. S.C.601) of the Central Government Industrial Tribunal-Law & Labour Court, Delhi dated as shown in the Annexure in the industrial dispute between the management of State Bank of India and their workmen, which was received by the Central Government on 19-4-2010.

[No. L-12912/133/2002-LR/D-P]  
SUKENDRA SINGH, D.L.C.,

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**BEFORE DR. K. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1 KARKARAGAMA COURTS COMPLEX, OLA BIRI**

J. D. No. 8/2005

The General Secretary  
All India Bank Staff Association,  
33-34, Dauli Haveli, Ring Road,  
Rajouri Garden,  
New Delhi-110027

VOLUME 10

The Assistant General Manager,  
State Bank of India,  
Nehru Place, New Delhi.

## Management

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National Bank of Lahore was joined by Bag Singh as a peon on 1-8-1959. The said bank merged with State Bank of India on 1 January, 1970. At that time claimant was serving at Daryaganj branch of the amalgamated bank. Consequently upon the merger, the claimant became an employee of State Bank of India (hereinafter referred to as the management). Since the claimant was 8th standard pass, he sought permission from his employer and passed High School Examination from U.P. Board of School Examination in 1978. He was promoted as record keeper by the management on 15th of September, 1981 and posted at its Modi Nagar branch, U.P. In 1983 he was transferred to Nehru Place branch of the bank. He represented to the bank to be posted as a clerk. On his representation, he was promoted as a clerk w.e.f 3-1-2001. He retired from the services of the bank on 31st March, 2001. After his superannuation, he approached All India Bank Staff Association (hereinafter referred to as the claimant's union) and agitated that he was to be promoted as clerk on

and/or results of the investigation, and the union before the Commission or before appropriate proceedings before the Commission, in order that the public may have an opportunity to inspect and copy such documents as are available. The former section 10(1) of the Act is replaced by section 10(1) of the new Act, which provides:

D. In accordance with section 10(1) of the Act, any document received under section 10(1) of the former section 10(1) of the Act by the High Court of Justice may, if it so desires, refer the matter to the Commission, and the Commission may, in accordance with section 10(1) of the new Act, make such inquiry as it sees fit into the matter referred to it.

1. A large number of species have been described, but the following are the only ones which have been reported from the Western Hemisphere, and are known to occur in the United States:

in-cladre and out-cadre position, after completion of four years service. Hari Shanker, Ramesh Dewan, Sant Lal, R. K. Bhagat were some of the persons who were officiating in in-cadre or out-cadre posts. About 25 employees, promoted as cashier-cum-record keeper and were matriculate, were given officiating powers automatically for the last 10 years. He is the only person who was denied such officiating powers and was marginalized. He had been representing his case to the board since 1937 but to no avail. Bank took a decision that he was not converted to clerical cadre, hence he could not be considered for in-cadre promotion or officiating powers.

C. A. Career Path Policy was prepared by the bank in 1984 and 1985, in which had put in 17 years service in the bank at different places, were to be converted as Senior Assistants w.e.f. 1-4-1989. Senior Assistants were to draw salary allowances of Rs. 785 + D.A., besides their wages. He had a minimum of 17 years of service in clerical cadre as 15-9-98 and was entitled to be converted automatically as senior assistant, but his case was not considered by the management. The management played a mischievous role, as he exercised his option, on the strength of which he was found suitable for in-cadre conversion in clerical cadre w.e.f. 3-1-2001. This mischievous move with a view to deprive him of his legal rights, he does not want to be made effective from October, 1993, as he was entitled to officiating allowance from 1984-85. He made representation to Chief General Manager on 26-11-1999 demanding an enquiry under para 57 of Sathyam, which request was not considered. He claims that there is a proviso to the effect that he is deemed to have completed his apprenticeship as clerk from 15-9-81, entitled to officiating powers, conferring since 15-9-85 and be promoted as senior Assistant from 1-4-95. He also claims that heavy loss and damage may be awarded to him, besides interest and appropriate in-benefits which would accrue to him in loss of officiating powers and promotion from the date of his application date.

Management demurred the claim; pleading that during government of Prime Minister P. V. Narasimha Rao till 31st of March, 2004, there was no industrial dispute which could be referred for arbitration. Since he desired to be a spokesman on reaching stage of representation. It was pleaded that assuming though not claiming that there was an industrial dispute, such dispute was not espoused by a trade union of workers of the establishment of the management bank. The claimant union is not a representative union of the members of the establishment of the management bank. There was no espousal of the dispute as required under Article 32(1) of Constitution of India by any employee. Asking an employee to discharge duties of a higher post cannot be called as a promotion. The claimant continued to hold his position of an issued of cashier-cum-record keeper w.e.f. 3-1-2001 and was not asked to officiate in any higher post. He was not entitled to any officiating allowance.

Officiating power in a higher post is merely stop gap arrangement for discharge of duties of that post. The claimant was not entitled for any in-cadre or out-cadre promotion.

6. Appointment of claimant with National Bank of Lahore as peon on 4-8-1959 was not disputed. His transfer to Darya Ganj, Delhi branch of the Bank in 1969 was also not a matter of dispute. Merger of National Bank of Lahore with the management bank in February, 1970, has been admitted. It is also not disputed that the claimant passed High School Examination from U.P. Board of School Education in 1978, which fact was entered into his service records. His promotion as a record keeper on 15-9-81 and posting at Modi Nagar branch were also not disputed. His transfer to Nehru Place branch of the bank in 1993 is an admitted fact. It has been pleaded that cashiers, godown keepers, record keepers and bill collectors, promoted from subordinate cadre, who were matriculate and put in four years service as such, could be considered for working in clerical department at their option without extra payment of allowance, as detailed in circular No. FER : IR : 18 of 1984 and PER : IR : 27 of 1987. After working for two years in clerical department, those employees, if found suitable in an interview by the concerned Assistant General Manager, can be considered for conversion as clerks. Accordingly an employee was eligible for promotional officiating opportunity in in-cadre and out-cadre after putting in 7 years service, out of which four years service should be in existing position, two years service in clerical cadre and one year period as cushioning on conversion as clerk. Therefore, it is evident that an option is to be exercised by an employee and he cannot be converted to clerical cadre in an automatic manner. The claimant had not made any representation except representation, dated 26-11-99 which was suitably replied and he was informed that since length of his remaining service was less than two years, his conversion to clerical department was not possible at that stage. He did not exercise his option for conversion to clerical department for 13 long years. Prior to 26-11-99 he never exercised option for conversion and when he exercised his option, the management converted him as clerk and designated as Assistant w.e.f. 3-1-2001. Since the claimant failed to exercise his option for conversion to clerical cadre, no officiating allowance can be granted to him without doing any work of higher position. Issuance of Career Path Policy is not disputed. However since the claimant has not exercised option for conversion to clerical cadre, the same was not applicable to him. It has been denied that the management bank resorted to unfair labour practice or victimization of the claimant. He is not entitled to any relief and his claim statement is liable to be dismissed, being devoid of merits.

7. Bag Singh has examined himself in support of his claim. He had relied documents Ex. WW1 to Ex. WW19

which document was not displayed by the managing director Ujaw Patel. It was examined on behalf of the management by Mr. H. No other witness was examined by either of the counsels.

The following were heard at the bar: Smt. J. N. Kapur, authorized representative of creative, advanced organizations in behalf of the children, Smt. Pravita Guha, authorized representative, placed his submissions on behalf of the management and have given weighty consideration to the arguments presented at the bar and cautiously passed the record, after finding on issues involved in the controversy as follows:

The first question which raised on behalf of the claimants is that after the superannuation clause (1) of the Agreement was violated by the employer, it is inappropriate to refer the dispute to arbitration, which could be referred to the adjudication officer or appropriate Government Arbitrator. Sri Venkateswaran said that despite superannuation of Mr. Singh he was a workmen and dispute relating to termination of his employment can be referred to an arbitral director. The appropriate panel of submissions would be capable of taking into account definition of "workmen" and "arbitral dispute" as defined by the Industrial Disputes Act, 1947 (in short IDA), which are extended here.

(c) "industrial" means any person (including a  
partner or employee) in any industry to do any  
trade or craft, skilled or unskilled, operational  
or supervisory work for five or more  
persons; the terms of employment be express or  
implied, and for the purposes of any proceeding  
under this Act in relation to an industrial dispute  
mean any such person who has been dismissed  
or suspended or threatened in connection with, or as  
a consequence of, that dispute, or whose dismissal  
or suspension or threatened has led to that dispute  
by reason of his/her acts or omissions;

subject to the Air Force Act, 1936, (S. 13), and Army Act, 1930 (as of 1936) and by law, 1937 (as of 1937).

As a result, the emphasis in the delivery services of a company lies primarily on a product as

the word is employed either in a managerial or  
in a descriptive capacity.

and is being employed by a supervisor  
of safety, draws up and maintaining an  
accident record report over plant and  
factory office by the writer of the健  
and in the office or by himself if he  
is placed in his factory supply of  
accident reports.

(b) (5)(A) and (b) (5)(B) under any claim to CBA, at large or as an employee of

the *Therapeutic* and *Physical*  
Alcoholism and its Treatment  
Hypnotic Drugs and their Use in  
Treatment of Alcoholism, etc., etc.

The observations made by the Apex Court are to be quoted here:

"We also agree with the expression "any person" is not so exclusive with any workman, particular or otherwise, equal with either, that the crucial test is the *co-extensiveness* of interest and the person claiming whom the dispute is raised must be one in whom the employment, non-employment terms of engagement, and tenure of labour (as the case may be) are concerned. Whether such dispute has a direct or substantial interest to him, whether such direct or substantial interest is shared or not in a particular case will depend upon facts and circumstances."

In *Reliance Construction Company (Pvt.) Ltd.* [1958 AIR 1958 (1) 1151] Apex Court ruled that an industrial dispute does not mean a dispute between the employer and his heir or son and that the definition of the expression "any person" is wide enough to cover a dispute raised by the employer's workman with regard to non-employment of others, who may not be employed as workmen at the relevant time. In *Southern Textiles Limited* [1963 AIR 1963 (1) 1435] Madras High Court ruled that a dispute relating to fixation of a ratio between the remuneration of dependents of the workmen and the outsider, the remuneration of the recipient would constitute an "industrial dispute" because the workmen as a class have a common interest in the employment of their heirs or dependents. The court further held that heirs and the dependents of the workmen would fall within the ambit of the expression "any person" and therefore, the dispute is an "industrial dispute".

In *State vs. Municipal Workers Union* [1999 IV ALJ 1120] Delhi High Court was seized with a case where wife of deceased employee of MCD had expired and her widow had applied for appointment of her son on compassionate grounds. The claim was rejected by the authority, whence the matter was taken up by the Municipal Workers' Union and the question arose as to whether it came within the definition of industrial dispute. The apex court held that a dispute relating to compassionate replacement raised by the son of a deceased employee is an "industrial dispute". Reference can also be made to the pronouncements in *Sundar Kumar* [2009 III, A.J. (Delhi) 61].

As far as there is the case, the claimant union was in touch with conditions of service of the claimant, who died on 11th March, 2001. Whether Bag Singh, who retired for automatic conversion from clerical cadre to non-clerical cadre remained four years service as a security keeper and then rendering two years service in clerical cadre and one year during period would entitle him to consider the opportunity in a clerical and non-cadre post or, were the responsibilities agitated by the members of the claimant union. They further entertained a belief

that on rendering 17 years continuous service in clerical cadre Bag Singh was entitled for automatic promotion to the position of Sr. Assistant. These questions, relating to the terms of employment of Bag Singh were raised by the members of the claimant union. Despite the fact that Bag Singh superannuated on 31-2-2001, yet he fell within the ambit of "any person" as contained in clause (k) of section 2 of the Act. Therefore, the dispute raised by the claimant union answers the definition of an industrial dispute as contained in clause (x) of section 1 of the Act. Issue is, therefore, answered accordingly.

16. Next prong of attack was made by the management pleading that the claim was not espoused by substantial number of workmen or a trade union of the employees of the establishment of the management. On that count Shri Kapur argued that All India Bank Staff Association has raised the dispute before the Conciliation Officer. He contends that the said Association is a trade union of the employees of the establishment of the management. However no evidence was led to the effect that Bag Singh was a member of All India Bank Staff Association. He argued that the Association had espoused the claim and it does not lie in the mouth of the management to say that it is an individual dispute and not an industrial dispute.

17. Provisions of section 10 of the Act make it clear that the appropriate Government may refer an existing or apprehended dispute to the Industrial Tribunal for adjudication. The Act is a legislation relating to what is known as "collective bargaining" in the economic field. This policy of the legislature is implicit in the definition of the industrial dispute. The Apex Court in *Bombyak Union of Journalist* [1961 (H) L.R. 436] has observed that in each case by ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of reference, the dispute was taken up as submitted by the union of the workmen of the employer against whom the dispute is raised by an individual workman or by an appreciable number of workmen. In order, therefore, to convert an individual dispute into an industrial dispute, it has to be established that it has been taken up by the union of employees of the establishment or by an appreciable number of the employees of the establishment. As far as union of the workmen of establishment itself is concerned, the problem of espoused by them generally presents little difficulty, since such societies who are members of such unions generally have a co-extensiveness of interest with an individual employee who is one of their fellow workman. But difficulty arise when the cause of a workman, in a particular establishment is sponsored by a union which is not of the workmen of that establishment but is one of which membership is open to workmen of their establishment as well as in that industry. In such a case a union which has only microscopic number of the workmen as its member, cannot sponsor any dispute arising

periods, the government and the manufacturers of paper money were not fully harmonized in practice. This was due to the lack of strict control of government over the issue. The above two cases of financial crisis and corruption of the paper money system reflect the government's lack of sufficient supervision to prevent it from being issued in excess and together with the lack of strict laws against it, they brought about the disorder.

The second reason of regionalism was the large-scale printing of paper money by individual states. In view of the severe state of the economy, the Ming government allowed individual provinces to print paper money. Since the regional districts were often too small to print paper money independently and too far away from the central state to be well informed about the situation, they started to print their own paper money. In 1402, the Ministry of Revenue of the Ming Dynasty issued an edict (明太祖皇帝御批) which said, "The regional districts are not far away from the central state, so they can easily obtain information about the situation. Therefore, they can print paper money independently."<sup>10</sup> This decision was made because the regional districts had been separated from the central state for a long time and had their own local economies. In addition, the regional districts were also separated from each other and had no contact with the central state. Therefore, the regional districts could print paper money independently without being controlled by the central state.<sup>11</sup> This decision was also supported by the regional districts' desire to print paper money to increase their economic power and influence.<sup>12</sup> In 1402, the Ministry of Revenue of the Ming Dynasty issued an edict (明太祖皇帝御批) which said, "The regional districts are not far away from the central state, so they can easily obtain information about the situation. Therefore, they can print paper money independently."<sup>13</sup> This decision was made because the regional districts had been separated from the central state for a long time and had their own local economies. In addition, the regional districts were also separated from each other and had no contact with the central state.<sup>14</sup> This decision was also supported by the regional districts' desire to print paper money to increase their economic power and influence.<sup>15</sup>

The third reason of regionalism was the lack of strict laws against the printing of paper money. In 1402, the Ministry of Revenue of the Ming Dynasty issued an edict (明太祖皇帝御批) which said, "The regional districts are not far away from the central state, so they can easily obtain information about the situation. Therefore, they can print paper money independently."<sup>16</sup> This decision was made because the regional districts had been separated from the central state for a long time and had their own local economies. In addition, the regional districts were also separated from each other and had no contact with the central state.<sup>17</sup> This decision was also supported by the regional districts' desire to print paper money to increase their economic power and influence.<sup>18</sup> In 1402, the Ministry of Revenue of the Ming Dynasty issued an edict (明太祖皇帝御批) which said, "The regional districts are not far away from the central state, so they can easily obtain information about the situation. Therefore, they can print paper money independently."<sup>19</sup> This decision was made because the regional districts had been separated from the central state for a long time and had their own local economies. In addition, the regional districts were also separated from each other and had no contact with the central state.<sup>20</sup> This decision was also supported by the regional districts' desire to print paper money to increase their economic power and influence.<sup>21</sup>

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and, if all the workmen or majority of the workmen, so desired, sponsor and support the dispute. All that is necessary is that the dispute, in order to become an industrial dispute, should have the support of substantial number of the workmen employed in the establishment. The Bank's right was of course, to act as industrial dispute, were it to be held in the court of law, of its being instigated by the union or the workers of the employer's establishment, the dispute is raised. The Union, an ordinary craft union, that is, if the unions of workers of the particular establishment, the generally known as shop steward, of particular establishment become members of the union, irrespective of the workers of the establishment, if they make up the problem of dispute by their general position, little difficulty and such workers who are members of such union generally have a tendency of supporting the particular employer, who is one of their own members. But the difficulty which arises for case of conversion, service or establishment sponsored by a craft, is that, if majority of the workers of that establishment has joined another, membership is given to the workers of other establishments as well as that majority, in such a case, a craft which has only microscopic number of the members, as no members cannot open or any dispute cannot be raised by the workers and the management.

21. Once in the case a dispute was referred by All India Bank Staff Association. No evidence has come over the fact that, during his time he became member of the said association. But, Kapoor argued that All India Staff Association of which he is a member is protecting grievances of all the employees of State Bank of India, Delhi Zone, and, he used to apply, yes, of Delhi Zone as a member. Therefore, he would not be asked to prove that the association is not a majority of membership of the employees of the bank. Bank of India had this contract to execute the work of Smt. Bag Singh. The regional office dispels the claim that he approached the various employees of the State Bank of India, to get its members and it was done by Smt. Bag Singh. Major inconvenience of the workmen, being member of the chairman's office, refuted and accepted it character of a representative of the association as well as the members of the chair, per se, have been brought after the record to show that the majority of the chairman's office were however, a class of workers, engaged in condition of employment of Smt. Bag Singh, to get a valid dispute a colour of industrial dispute. However, he remained over the record that no record is there, relating to condition of employment of Smt. Bag Singh has been referred for an elucidation. A few points which steps advised by the management may be mentioned, at that point:

22. According to fact that it has been held that there was no record of the dispute. I think it is expedient to inform the facts of the present position, that Smt. Bag Singh himself has got a required permission from his

employer and passed matriculation examination in 1938. He was promoted on record keeper on September, 1938, which post falls in clerical cadre. On 2nd of August, 1954, bank issued circular regarding said the conditions of record keepers, which circular i.e. Ex. No. 167, as per instructions contained in the said circular a record keeper on rendering four years service automatically becomes a clerk. After becoming a clerk the said record keeper is entitled to officiate as an officer in the bank. He is also entitled for promotion in in cadre as well as out-cadre posts, through he rendered continuous four years service after his promotion as record keeper, yet he was not converted to the position of a clerk. He made representation in his regard on 9-4-57, copy of which is Ex. WWI/2. He made other representations which are Ex. WWI/3 to his Bank for after consideration of his representations bank converted him in a Clerk on 18-1-1961. He retired on 31st March, 1980. Although he has made much of it in 1957, in spite of his active, active, he lost his jobing power. He would have been promoted to the post of a fellow. He would have been eligible for promotion to officers grade I, if case he would have been converted as clerk in time. He could have been entitled to allowance of Rs. 600/- PM from 1-4-57. His pay was fixed on lower side, hence he is losing Rs. 700/- PM towards pension.

23. Shri Jitwan Kumar Mishra denoted that he checked record at Nehru Place branch of the bank. Entire record was available there in the bank pertaining to the year 1957, except representation copy of which is Ex. WWI/2. It emerges that the representation i.e. WWI/2 was not made by the workman. During the course of cross-examination, he projects that as per guidelines, bank mandatory serve for 30 years. However certain essential services are mandatory for a longer period. Representation copy, of which is Ex. WWI/2, falls in essential category. File for clerical staff is maintained in the branch and for others it is maintained in Regional Office or Head Office.

24. When facts projected by the claimant and those contained in document No. WWI to Ex. WWI/9 are perused it comes to light that in 1974 an circular memo PER/167 of 1974 was issued for conversion of record keeper/godown keeper etc. a clerical cadre. As per the said circular record keeper, godown keeper, bill collector and promoted collectors, who were matriculate had to work for a period of five years for being eligible for conversion as clerks. After working as clerks for two years they were to be interviewed by the Regional Manager concerned and if found suitable, were to be converted as clerks. On rendering two years service as clerks, they were eligible for promotional opportunities in in-cadre or out-cadre positions. Thus, they have to put in nine years continuous service before they could get an opportunity for efficient promotion for inconvertible positions.

25. Staff Federation of employees made demand for cessation services to get an opportunity for efficient

process of cadre cadre or out cadre positions. The said demand was accepted by the bank and circular memo No. P.W.D. dated 17-1-1944 was issued. It provides that members, go-down clerks, record keepers, bill collectors, promoted from among the workers, who are marriculate and have put in four years service as such can be considered for working in cadre and promotion at their option, without any extra payment of one year's pay. After working for two years in cadre position, if found suitable in an interview by the General and Assistant General Manager they can be considered for conversion as clerks. An employee will eligible for promotional opportunities in cadre and out cadre positions after putting in seven years service--(a) in service in the existing position--4 years + 3 yrs. service in clerical cadre + 2 years and (B) in case of conversion as clerk--one year.

As Inspector for promotional/officializing opportunities in each department it was not necessary for an employee to complete stipulated service of seven years. He could be considered on the basis of seniority in each department after having put in initial service of four years, provided he was a matriculate. The employee so converted as a clerk after a lesser one year service in clerical cadre, could be eligible for in-cadre/out cadre promotions alongside other clerical cadre employees. The service put by them as record keepers, godown keepers etc. were to be considered for the purposes of seniority.

¶ 389 Note of the said circular is the option, which is to be exercised by the cashiers, godown record keepers, or bill collectors, etc., for their conversion to clerical cadre. The said note also uses the word, "at their option", which make it clear that any cashier, godown keeper, record keeper, or a bill collector would be considered for working in clerical department, if no exercise such an option. According to ordinary canons of interpretation the words, "at their option", must be given their proper and plain meaning. The word "option" has been defined as an act or an instance of choosing deciding the power or liberty to choose from among chosen, an alternative, a possibility, a choice or a *suffit* option. In commercial matters "option" expresses a right to effect a certain dealing or not in shares or goods at a stated price, at a certain date, at the option of the person or gaining who pay a premium for the right. For an example a yearly hiring being within "opinion" to one of the parties to require its continuance for a stated period of 12 months does not enable that party to determine the hiring discontinuing for the stated time or to determine (or probably, by giving a reasonable notice) at the end of a year of the hiring.

For obligation in its widest interpretation means simply choice or discretion of choice. An obligation in a contract can frequently be performed in a large number of ways and the party under obligation can choose anyone of the ways he likes. This is, however, a narrower sense in which the word can be used and that is to confer a right of choice.

standardized quantification of the total amount of  
carbohydrate fraction in the diet, and the  
method is described in detail by the authors.  
However, it is not clear whether the method can be  
extended to the measurement of the amount of  
fatsoluble vitamins.

12. When such an appointment was made, Mr. Singh is a proprietor of the hotel and he is not confined to his business as a hotelier. The opinion of the learned trial court is that Mr. Singh is supposed to have been given a part of the hotel as manager of the New W.W. Hotel, though he is not the owner of that hotel. Not only that, he is also the document witness. It appears from the statement of Mr. Singh in receipt book of the hotel that the said document is the true copy of the original agreement. Therefore, it is clear that the document of Mr. W.W. hotel was not submitted to the court. According to him Mr. V.M. Sharma, the managing director of Sri Venkateswara Engineering Works, and Mr. S. K. Sharma approved the said document. The managing director of the engineering works and Mr. S. K. Sharma claiming that they were not the document.

65. Furthermore, he advised that he would be upon to consider I.M. and his legal advice in circumstances. Representation dated 13th June 1981 which is Ex. W.M. is as follows: "We have no representation who gave us by 1981-1982 in respect of issue section. In the representation he said M. was informed that his representation was not good and Custer, since the time of his previous meeting, he request that he may be offered to re-consider

position, since his juniors were getting officiating allowance. In this representation he has not exercised his option to work in clerical cadre, but asks for a change to officiate in higher position. Representation dated 10-5-99 which is Ex. WW6 was made by Bag Singh wherein he requested that he may be deemed to have been converted as clerk since 1985 and be given officiating allowance at the earliest. Representation dated 4-8-99 which is Ex. WW7 projects that Bag Singh claimed to have been promoted in clerical cadre since 15-9-81. Representation dated 13-8-99, which is Ex. WW8 projects that he requested that he may be converted as clerk and officiating allowance may be given to him. Representation dated 2-9-99 which is Ex. WW9 makes it clear that he made a request for this conversion as a clerk and grant of officiating allowance to him. Representation dated 26-11-99 which is Ex. WW10 was made by him wherein he made reference to his representations made in July, 99, August, 99 and September, 99 and asked the bank authorities to expedite the reply. Representation dated 20-12-99 which is Ex. WW11 makes it clear that he talks of his conversion as clerk and release of officiating allowance in his favour. Representation dated 14-2-2000 highlights that he made a request for his conversion as a clerk and release of officiating allowance and promotion on the basis of Career Path Policy. All these representations were delivered by Shri Bag Singh in receipt and issue section of the bank. None of these representations purports to have been handed over to the branch manager. These representations are available with bank authorities. While representation Ex. WW 1/2 is not available in the bank record. Ex. WW 1/2 was not delivered in receipt and issue section. It has not been explained as to under what circumstances the claimant opted not to deliver it in receipt and issue section of the bank. When genuineness of Ex. WW 1/2 was disputed, claimant opted not to produce original copy of Ex. WW 1/2. Ex. WW 1/2 is a photo copy, original of which, on which a stamp was allegedly fixed by the branch manager, was in possession of the claimant. He opted not to produce that document. It raised various serious questions as to genuineness of the document. The claimant was well aware that documents are to be delivered in receipt and issue sections of the bank. This document was not so delivered by him. Hence this document does not satisfy the standards of veracity, authenticity and genuineness. Consequently, I am constrained to discard this document from consideration of the claim put forward by the claimant. When this document goes off the record, it cannot be said that the claimant exercised his option for working in clerical department in 1987. When the claimant has not exercised his option, he could not be deputed to work in clerical side automatically on completion of four years service as a record keeper.

34. Ex. WW5, which is dated 13-5-98, makes it clear that the claimant made a request to grant him officiating allowance, projecting that his designation has been

affirmed as Assistant (Record and Cash) since the date of his promotion. He projects therein that he worked on saving bank account, clearing and transfer scheme sheets. However, he has not clarified that as to when those jobs were performed by him. Assuming that such job were performed by him in 1998, then the said representation may be taken as an option exercised by the claimant for working in clerical department. After exercise of option, he was supposed to work in clerical cadre for two years. Thereafter he could be converted as a clerk. Consequently his conversion as clerk was to be made by the bank somewhere in May, 2000. After spending one year as cushioning period he is entitled to officiating allowance in 2001. Such an allowance was granted to him in January, 2001. Therefore, the claimant could not project anything which may denounce the action of the management in denying officiating allowance to him and promotion to in cadre post. The action of the management is found to be justified. The claimant is not entitled to any relief on factual matrix also.

35. In view of the foregoing reasons claim put forward by the claimant union is liable to be dismissed. Claimant Bag Singh is not entitled for any relief. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 25-3-2010 Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2010

का. आ. 1208.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडैर के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, दिल्ली के पंचाट (संदर्भ संख्या 76/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-4-2010 को प्राप्त हुआ था।

[सं. एल-12012/123/89-आई आर (बी-1)]  
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th April, 2010

S.O. 1208.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/89) of the Central Government Industrial Tribunal-cum-Labour Court, Delhi as shown in the Annexure in the Industrial Dispute between management of State Bank of Indore and their workmen, which was received by the Central Government on 19-04-2010.

[No. L-12012/123/89-IR(B-I)]  
SURENDRA SINGH, Desk Officer

## ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. I, KAREKARBOOMA COURTS COMPLEX, DELHI**

**I.D. No. 76-89**

Shri Rajinder Singh,

S/o Shri Munir,

Regd. No. V-11, North Pitampura,

Delhi-110034

... Workman

*Vs.*

The Regional Manager,  
Region IV, State Bank of Indore,  
Zonal Office, 143 Kanchan Bagh,  
Indore-452 001

... Management

## AWARD

Lewd behaviour of the claimant towards a female colleague made him accountable for a domestic action. Hence a charge sheet was served upon him in September, 1985. When his reply was found unsatisfactory, a domestic enquiry was initiated against him. He associated himself in the domestic enquiry and tried to defend himself. However, the enquiry officer recorded a finding that charges stands proved against him. Vide order dated 7-3-1988, his services were terminated. Aggrieved by the said order he raised an industrial dispute. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12012/123/89-IR (B-II), New Delhi dated 7th of August, 1989. Since the order of reference was found to be defective, the claimant made a representation to the Government of India and ultimately a corrigendum was issued on 9th of January, 1992 wherein terms of reference were modified, which are as follows:

"Whether the action of the State Bank of Indore in terminating the services of Shri Rajinder Singh s/o Munir, clerk, Chandni Chowk Branch, Delhi w.e.f. 7-3-88 without issuing any notice is legal and justified?" & "to what relief the workman concerned is entitled?"

1. Claimant's statement was filed by the workman pleading therein that he was an employee of the District & Session Judge, Tis Hazari, Delhi, when he read an advertisement in a leading newspaper in July/August, 82, in respect of some vacancies in clerical cadre in the management wing. He submitted an application and took over the competitive examination, in which he was declared successful. He was offered an appointment at Dabra (MP) branch of the bank, which offer was not accepted by him. Subsequently, he was offered a post at Chandni Chowk Branch of the bank, which appointment letter was also questioned by him since there was a stipulation of transfer

of his services. Consequently his claim was submitted to the management bank offering him a post at Chanakya Chowk Branch of the bank. He joined the post on 17-7-82. He went on to narrate that when his pay for the month of July, 84 was released, he came to know that on his salary subscription was deducted without his knowledge. He lodged protest in that regard but soon forgot it. Moreover, he was forced to prove his application under Schedule 2 (2) of Section 33 A of the Industrial Disputes Act, 1947 (in short 'the Act') and thereafter the management department, his entire amount of salary was not deducted.

3. He pleads that during the initiation of industrial dispute in September, 1983, a charge sheet was served upon him wherein false allegations were levelled. He made a written reply dated 2-10-85, which was rejected. Enquiry Officer was appointed. He made a written request that he was unaware of legal technicalities, hence may be permitted to engage an Advocate to defend himself before the Enquiry Officer. His request was rejected. He participated in the enquiry. The Enquiry Officer had no authority to allow him to examine the witness who was used by the bank nor he was allowed to examine witness in his defense. During the course of enquiry proceedings, statements recorded in preliminary enquiry were produced and proved. The list of the witness was not supplied to him. Enquiry Officer submitted his report. A show cause notice alongwith enquiry report was served upon him. He submitted a detailed explanation which was not considered. He sought personal hearing which opportunity was not accorded to him. He was dismissed from the service via communication of 7th of May, 1988. On that date yet another charge sheet was served upon him, with a view to get rid of him. Appeal preferred by him came to be dismissed. His dismissal is illegal and unfair as he has been made a victim by hatching a conspiracy against him since he made protest against deduction of his salary subscription from his salary. He was also informed by the Enquiry Officer that he can cross-examine the witness or produce his own witness to defend himself. He claims that his dismissal is illegal because it may be unfair that he be reinstated in service with continuity and full pay wages.

4. Claim was disputed by the managing staff pleading that an employee had no right to be appointed at a particular station. His unwillingness to join at Dabra Branch of the bank was well justified. Considering his repeated requests, the bank allowed him to join at its Chandni Chowk Branch. Hence Union subscription was deducted from his salary. since all employees need authorization in that regard. Smt. Suraj Lal, who was responsible for preparation of salary sheet deducted union subscription from the salary of the workmen. When his case was brought to the notice of the manager, the amount so deducted was refunded to the workman. The amount so recovered from him was deducted from his salary. Before the trial, he had moved from Chandni Chowk to Tis Hazari, Delhi.

It has been pleaded that contention of the workman, to the effect that the bank employees as well as office bearers of the union got annoyed with him on that account, is false. It has been pleaded that his conduct qua Smt. Sunita Jain was not proper. He misbehaved with her. A charge sheet was issued to him. Since the claimant was employed with the office of the District & Sessions Judge, Delhi for fairly long period, he was aware of the procedure relating to conduct of departmental enquiry. An Advocate cannot be allowed to participate in domestic enquiry, hence his request was declined. Due opportunities were given to him to cross examine all the witnesses. Copies of the statements made by the witnesses were supplied to him, besides other documents produced in the enquiry proceedings. It has been denied that the Enquiry Officer was biased against him. No illegality was committed in conduct of the enquiry. When Enquiry Officer submitted the report, his comments were called on that report. It has been denied that the management was determined to get rid of him. However, services of second charge sheet has not been disputed. It has been projected that on consideration of the report, the Disciplinary Authority awarded punishment of dismissal, which was expedient in the matter. His appeal also came to be dismissed. There are no reason to grant relief of reinstatement to the claimant. His claim petition may be dismissed.

5. On pleadings of the parties following issues were raised:

(i) Whether the domestic enquiry held against the workman was fair and proper?

(2) As in terms of reference?

6. Workman tendered his affidavit as evidence. He was cross examined on behalf of the management. Shri Bhawar Lal Pawar and Ashok Mishra tendered their affidavit on behalf of the management. They were cross examined on behalf of the workman. No other witness was examined by either of the parties.

7. It would be pertinent to mention here that on 24-9-97 an award was passed by this Tribunal, discarding the claim set forward by the claimant. Aggrieved by the said award, a writ petition was preferred before High Court of Delhi, which came to be adjudicated on 8-9-98. The High Court of Delhi set aside the award and commanded this Tribunal to hear the matter afresh for adjudication.

8. In pursuance of command given by the High Court, the parties were called upon to advance their submissions over the matter. Though the issue No. 1 was not treated as preliminary issue, yet it was thought expedient to hear the parties over it. Arguments on the virus of the enquiry were heard in detail. Shri Mohd. Faruk, authorized representative, advanced arguments on behalf of the workman. Shri Pramod Sharma, authorized representative, raised his submissions on behalf of the management.

Written submissions were already there on the record, filed by the parties.

9. Issue No. 1 was answered in favour of the workman and against the management vide order dated 6-1-2010.

10. Smt. Sunita Jain (MW3) and Shri Arun Verma (MW4) were examined by the management to prove misconduct of the claimant. Claimant has examined himself in rebuttal to the evidence adduced by the management.

11. Arguments were heard at the bar. Shri Mohd. Faruk, authorized representative, advanced arguments on behalf of the claimant. Shri Pramod Kumar, authorized representative, raised his submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

12. Smt. Sunita Jain deposed that in April, 84 she joined Chandni Chowk branch of the State Bank of Indore, on her transfer from Gwalior to Delhi. In rainy season of 1984 she was pregnant. Rajinder Singh gave her a letter wherein it was mentioned that she should meet him outside the branch for a tea as well as for outing. She returned that letter to Rajinder Singh and outrightly rejected his request. She warned him not to behave in that fashion in future. During that very year, on one day she alighted a bus at Red Fort. Rajinder Singh met her outside Red Fort near the Temple. He was sitting on a two wheeler scooter. He offered her lift saying that he will leave her in the bank. She turned down his request and came to the branch on foot. After a few days, he again insisted that she should go alongwith him for outing. She declined his request. At that juncture, he told her that he will give protection to her in the branch. She told him that she does not need any protection from him. One day while sitting in his cabin he called her through a peon. When she declined his request, Rajinder Singh became aggressive. Since she was pregnant those days, hence she became disturbed. She told those facts to her husband. He came to the branch with some family members. At that juncture Rajinder Singh tendered an apology in writing. Said apology was written in Hindi. He assured that in future he will not repeat such incident. In November, 84 she went on maternity leave. When she joined duties after her leave, Rajinder Singh passed comments on her. Rajinder Singh tried to threaten her. At that time, he was of mature age, while she was of tender age. He tried to put her in fear. She was recently married and apprehensive of her married life. At that juncture she felt that her character was being attacked. During the course of her cross examination, she admits that as per instructions received from higher authorities, she used to prepare salary bills of employees. She used to deduct subscription from salary of employees, which was to be paid to the union, on instructions so received. She

used to receive instructions from the authorities for preparation of salary bills. Her officer (Grade-I Officer) used to take salary bills and issue instructions to her. Grade-I Officer is a member of officers' union, which union is different and distinct than the employees' union. Letter was handed over to her by the claimant in the premises of the bank. She informed Smt. Sarla Gupta and Rekha Singh about that incident, who were performing clerical job in the bank in those days. She made complaint to higher authorities when Rajinder Singh repeated the incident. She could not recollect the exact words of the comments passed over by Rajinder Singh on her.

13. Rajinder Singh deposed that P.C. Joshi issued appointment letter in his favour, copy of which is Ex. WW 1/1. He refused to accept the said appointment letter, claiming that he had applied for a post in Delhi Region and post offered was for Dabra, Madhya Pradesh. When he could not get appointment letter for Delhi for certain time, he made a complaint against P.C. Joshi to higher authorities. Shri M.L. Raheja had sent a letter to him calling upon him to join at Dabra branch of the bank, which is Ex. WW 1/2. Self addressed envelope was also sent by Shri M.L. Raheja so that he may send his reply to him, which envelope is Ex. MMW 1/4. He made complaint to Regional Recruitment Board, State Bank of Indore, detailing therein that bank wants to post A.P. Sharma clerk in Delhi, in his place, copy of which complaint is Ex. WW 1/5. He made other complaints in that regard, which are Ex. WW 1/6 and Ex. WW 1/7 respectively. Regional Recruitment Board wrote a letter to him, copy of which is Ex. WW 1/8. Appointment letter, which is Ex. WW 1/9 was sent to him. He joined his services at Chandni Chowk branch of the bank on 6-7-84. He accepted salary of July, 84 under protest, since union subscription was deducted despite his objection. When management did not stop deducting union subscription he wrote letter to the Managing Director, copy of which is Ex. WW 1/10. Shri P.C. Sharma, and Smt. Sunita felt annoyed and they conspired against him. On 6-7-89 they called some vagabonds in the bank and forced him to write apology letter, copy of which is Ex. WW 1/4. He lodged a report in P.S. Lahori Gate, copy of which is Ex. WW 1/12. Union subscription was deducted from his salary till May, 85. It was not refunded despite his request and demands. On 8-7-85 he wrote a letter to the Managing Director, copy of which is Ex. WW 1/13. They stopped deducting union subscription in June, 85. Again in August, 85 union subscription was deducted from his salary. When he opposed that act, the management asked him to move an application for union membership, which request was declined by him.

14. He went on to depose that on 23-9-85 a charge sheet was served upon him on false allegation, copy of which is Ex. WW 1/14. He replied the charge sheet on 2-10-85, copy of which is Ex. WW 1/15. On 15-10-85 management bank admitted that union subscription for

August, 85 was deducted erroneously and it was refunded to him vide communication Ex. WW 1/16. On 16-10-85 he wrote a letter against deduction of union subscription, copy of which is Ex. WW 1/17. On 1-11-85 letter Ex. WW 1/18 was served calling upon him to joining enquiry proceedings. When union subscription deducted from his salary, was not refunded, he filed a petition before the Labour Court, making Shri P.C. Sharma and Sunita Jain as a party to it. On 19-11-85 union subscription was refunded by the bank vide communication, which is Ex. WW 1/19. On 23-1-86 he wrote a letter to the Regional Manager, copy of which is Ex. WW 1/20. Thereafter bank wrote a letter questioning him as to why he made P.C. Sharma, P.C. Joshi and Smt. Sunita Jain as parties before the Labour Court, which letter is Ex. WW 1/21. An additional charge sheet was served upon him, which is Ex. WW 1/22. He replied that charge sheet, copy of which is Ex. WW 1/23.

15. He unfolds that on 21-1-87 there was a call for All India Strike in the bank. On 20-1-87 he wrote a letter, copy of which is Ex. WW 1/24. Shri J.P. Gupta acting branch manager affixed bills on walls in Chandni Chowk branch, photo copy of which bill is Ex. WW 1/25. Show cause notice alongwith copy of findings of the Enquiry Officer was served upon him, which is Ex. WW 1/26. Copy of the Enquiry report is Ex. WW 1/27. He replied said show cause notice, copy of which reply is Ex. WW 1/28. On 15-3-88 there was a call of All India Strike in the bank. On 14-3-88 he wrote a communication to the branch manager seeking permission to work in the bank on 15-3-88, copy of which is Ex. WW 1/29. On 12-5-88 a charge sheet was served upon him which is Ex. WW 1/30. On that very day suspension letter was served upon him at 11.12 PM, which is Ex. WW 1/31. On that very day at 12.20 PM he was dismissed from service, copy of which order is Ex. WW 1/32. He replied the charge sheet on 12-5-88, copy of which reply is Ex. WW 2/33. Smt. Sunita Jain have levelled false allegations against him. She had deducted subscription from his salary despite his objections. During the course of his cross examination, he admits that union subscriptions, deducted from his salary, were collected by him. He admits that he filed a criminal complaint under section 500 of the Penal Code against Smt. Sunita Jain, P.C. Joshi and P.C. Sharma in the court of Metropolitan Magistrate, which complaint was dismissed. He admits that appeal, revision and special leave petitions were also dismissed. He feigned ignorance that husband of Smt. Sunita Jain alongwith one or two of his relatives were present before the branch manager. He admits that one of the claimed himself to be husband of Smt. Sunita Jain. According to him husband of Sunita Jain came in the branch to force him to write an apology.

16. Shri Pramod Kumar argued that facts projected by Sunita Jain bring it out of the record that the claimant attempted to sexually exploit her and made advances in that regard. He wrote letters to one lady seeking sexual

favours. When Smt. Jain spurned his advances, he threatened her. Smt. Jain informed her husband, who visited the branch in that regard. In his presence claimant rendered a written apology. He went on to argue that these facts did not desist the claimant from his nefarious activities. He repeatedly misbehaved with the lady inside bank premises and outside. Contra to it Shri Faruk argued that Smt. Jain was instrumental in deduction of union subscription from his salary. When claimant objected to such deductions and filed a petition against her, she conspired against him. According to Shri Faruk Smt. Jain had deposed facts against the claimant with an oblique motive. He went on to argue that the claimant has been made a scapegoat, when he opted not to join Dabba branch of the bank. He presents that the claimant has been victimized for no fault of his.

17. Testimonial potency of version of a victim of sexual assault cannot be put on par with an accomplice. She is in fact a victim of the crime. The Evidence Act nowhere says that her evidence cannot be accepted unless it is corroborated in material particulars. She is undoubtedly a competent witness under section 118 of the Evidence Act and her evidence must receive the same weight as is attached to an injured in cases of physical violence. The same degree of care and caution must be attached in evaluation of her evidence as in the case of an injured complainant or a witness and no more. What is necessary is that the Court must be alive to and conscious of the fact that it is dealing with the evidence of a person who is interested in the outcome of the charge levelled by her. If the Court keeps this in mind and feels satisfied that it can act on the evidence of the prosecutrix, there is no rule of law or practice incorporated in the Evidence Act, which requires it to look for corroboration. If for some reason the Court is hesitant to place implicit reliance on the testimony of the prosecutrix it may look for corroboration required in the case of an accomplice. The nature of evidence required is to lead assurance to the testimony of the prosecutrix must necessarily depend on the facts and circumstances of each case. But if a prosecutrix is an adult and of full understanding the court is entitled to base his findings on her evidence unless the same is shown to be infirm and not trustworthy. If the totality of the circumstances appearing on record of the cases disclose that the prosecutrix does not have a strong motive to falsely involve the person charged, the court should ordinarily have no hesitation in accepting her evidence. Law to this effect was laid by the Apex Court in Chander Prakash Kovel Chand Jain [1990(1) SCC 550].

18. The Apex Court in Gurmeet Singh [1996(2) SCC 384] has held that Trial Court should take into consideration the fact that a girl, in a tradition-bound non-permissive society in India, would be extremely reluctant even to admit that any incident which is likely to reflect upon her chastity had occurred, being conscious of the danger of being

ostracized or being looked down by the society. Her not informing the incident to anyone else till the person in whom she can repose confidence, under circumstances cannot detract from her reliability. In normal course of human conduct, a young girl would not like to give publicity to the traumatic experience she had undergone and would feel terribly embarrassed in relation to the incident to narrate it to anyone else, overpowered by a feeling of shame and her natural inclination would be to avoid talking about it to anyone, lest the family name and honour is brought into controversy. The Courts must, while evaluating evidence, remain alive to the fact that in a case of rape, no self-respecting woman would come forward in a court just to make a humiliating statement against her honour such as is involved in the commission of rape on her. In cases involving sexual molestation supposed considerations, which have no material effect on the veracity of the prosecution case or even discrepancies in the statement of the prosecutrix, should not, unless the discrepancies are such which are of fatal nature be allowed to throw out an otherwise reliable prosecution case. The inherent bashfulness and tendency to conceal outrage or sexual aggression are factors which the court should not overlook. The testimony of the victim in such case is vital and unless there are compelling reasons which necessitate looking for corroboration of her statement, the court should find no difficulty to act on the testimony of a victim of sexual assault alone to convict an accused where her testimony inspires confidence and is found to be reliable. These principles will guide this Tribunal in appreciating depositions of Smt. Sunita Jain.

19. As deposed by her, Smt. Jain used to prepare salary bills, under the instructions of her officers. When she prepared salary bills for the month of July, 84, she deducted union subscription from salary of the claimant for that month. Claimant projects that he accepted the salary for that month under protest. Despite his protest Smt. Jain had not stopped deducting union subscription from his salary. He was forced to file an application before the Labour Court seeking computation of his benefits in that regard. He admits that subscription deducted from his salary were refunded to him by the bank. Smt. Jain projects that she used to prepare salary on instructions of her seniors. No evidence worth name has come over the record to suggest that in July, 84, Smt. Jain was having any feelings of ill will or animosity against the claimant. It is not the case of the claimant that with such a feeling, she started deducting union subscription from his salary. Claimant had failed to project that Smt. Jain has deducted union subscription from his salary out of malice. Therefore, mere fact that Smt. Sunita Jain stated deduction of union subscription from his salary would not go to show that she was having any ill-will or animosity against the claimant.

20. Smt. Sunita Jain was recently married, when incident of indecent sexual assault was made on her. She was a lady of 21 years age, while the claimant was a married man. He has served office of the District & Sessions, Delhi for more than 20 yrs, prior to his joining Chanda Chowk branch of the bank. Such a married man tried to seduce a girl who had stated her married life recently. Not only that he has also attacked against her in the premises of the bank, he still does her outside. The lady projects vivid description of the instances, without demanding dates when she was harassed and subjected to outrageous attack. She presumes that after a long gap she is unable to recollect the exact dates of the incidents. Facts projected by the lady are in accordance with ordinary human behaviour, since she cannot be expected to remember those dates after a long gap of time.

21. When Smt. Jain entered the witness box her demeanour was composed. She deposed facts against the claimant following the whole work. When a lady enters the witness box to mould facts relating to an attack on her chastity and character, she is apprehensive of being ostracised by her near and dear ones, besides the community at large. She would not put her married life to stake, without any substance in her complaint, she is stigmatised by the society, which stigma remains for whole of her life, without any obliteration. Hence her desire to raise a voice against such an instance is based not only on her moral norms, but on other consideration which rules her life too, she normally does not dare to narrate a wrong incident in that regard. Her bushel tendency may uselessly distract her, in that regard. Consequently, her testimony cannot be shrouded with doubts at the very inception. Her compositions are accepted on the very standards on which testimony of a victim of physical assault is entertained. Claimant could not attack her testimony, as per her, that facts unfolded by the lady were not in consonance with veracity and truthfulness. In view of the contention of claimant that facts unfolded by Smt. Sunita Jain are true and credible. It would suffice to rely on these facts to ascertain as to whether management has been able to prove non-existence of the claimant.

22. Claimant failed to attack testimony of Smt. Jain on the plea, that she conspired with Shri P.C. Joshi and concocted a case against him. His case is based on the proposition that Shri P.C. Joshi had sent him to Delhi branch with a view to accommodate A.P. Sharma in Delhi branch of the Bank. Shri P.C. Joshi was Regional Manager at Regional Office, Bengal. He could not reflect any evidence over the record to this effect that Shri Joshi ever came to Delhi and co-operated with Sunita Jain in the month of July 1911 or thereafter. It has not been shown that Smt. Sunita had any nexus with A.P. Sharma, whom Joshi wanted to post in Chanda Chowk branch of the bank. Therefore, contention of the claimant in that regard are found to be untenable.

23. Plaintiff projects that he operated his business in Delhi Region of the week long. Name of his Government. He appeared for the competitive examination and was declared successful. He offered a post with himself at Gobind Bagh, Regd. No. 1000, Bishop House, Prades. According to him, he gave verbal assurance to said officer, that there will be further appointment, when he was issued to him, following two posts of Chanda Chowk branch of the Bank. He remained at when he got a post in Jor Bagh branch of the bank. He did not file any suit against him in Civil Court, though he was aggrieved, as he believed that Smt. Sunita was guilty in connection with that conspiracy. Admittedly, he approached Mr. D. K. Bhattacharya, Manager of Chanda Chowk branch of the bank, Sanamul Mohalla, which is a small, marginal, unorganised town in the state of Bihar, and approached him in the name of the post, for which he had applied himself to be allotted, and sought his assistance and also requested him to file a suit against the claimant, but Smt. Sunita, the claimant, project, was a Bill, had deducted from his salary, and accordingly, he got no objection by the court, and the court directed him to file a subscription from his salary, and to file a suit against the claimant, which reflected in verdict, that he was liable. There was no cause or reason, as claimed by the claimant, could against plaintiff to file a suit, because, he had posted to Delhi. The court, in its judgment, held that the suit filed by the plaintiff against the claimant, was filed against the wrong defendant, and hence, it was liable to be dismissed on the ground.

24. Plaintiff further states that he had a valid independent justification of the claim, if he could establish that his husband never sent him to Delhi, because, he proposed his husband to do so, and his husband accepted his proposal, to seek a promotion, which he failed to do, and to prove his inability, probably, in the examination, which was for his husband. Therefore, he justified his claim, that he was forced to write to his husband, telling him, his husband is left, and he must go to his native place, in view of contrary to audience, from his behaviour, offering an apology letter, claiming support of the president of section, he was charged with sedition, and under the circumstances, it is clear that in July, he wrote a lengthy letter to his wife, against the claimant. It is known by said post master, which

was received by husband of Smt. Jain who a view to substantiate her allegation in the domestic enquiry. Consequently these allegations no where espouse the claim put forward by the claimant.

26. Facts projected by Smt. Jain are in consonance with ordinary human behaviour. When her testimony was judiciously assessed on acid test of natural course of events and tenets of veracity, it came to light that facts extended by her are true. It is evident that the claimant made sexual advances and tried to sexually exploit her at her work place and even outside. Sole testimony of Smt. Jain is found to be sufficient to conclude that the claimant tried to exploit her. It is a settled proposition that it is the quality of evidence that matters. Evidence of wholly reliable witness will outweigh unreliable evidence. Considering extrinsic worth of her testimony, it is concluded that Smt. Jain is a witness, who had unearthed the real instances.

27. Facts unfolded by Smt. Jain bring it over the record that the claimant attempted to sexually assault her. When she did not oblige him, he criminally intimidated her. The claimant repeated those acts and tried to seek sexual favours from her even outside bank premises. She informed her husband, who came to the bank premises and projected his stand before the claimant. Claimant gave an apology letter, but to no avail. He repeated the incident again. All these aspects make it clear that the management has been able prove misconduct of the claimant within the meaning of paragraph 19.5(c) and (i) of the Bipartite Settlement dated 19-10-66.

28. What should be the appropriate punishment which can be awarded to the claimant. Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct proved against the delinquent workman. Prior to enactment of Section 11-A of the Act, it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however, laid down in Bengal Bhadrak Coal Company [1993 (1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of section 11-A of the Act, the legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of

punishment for proved acts of misconduct, in cases of discharge or dismissal if the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

29. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in Hind Construction and Engineering Company Labour [1965 (1) LLJ 462]. Likewise in Management of the Federation of India Chambers of Commerce and Industry [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In Ram Kishan [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled there in, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts."

30. In B.M. Pail [1996 (1) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the disciplinary authority should not act like a robot and justice should be moulded with humanism and understanding. It was assessed each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular

sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

31. After insertion of section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer is commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstances of the case may warrant. Reference can be made to a precedent in Sanatak Singh (1984 Lab. I.C. 817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in Kachreji Motilal Varma (1994 (II) LLJ 332). Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

32. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammeled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency omitted by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Further more the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud,

misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in Bhagirath Mal Rainwa (1995 (I) LLJ 916).

33. Conduct of the claimant, towards Smt. Sunita Jain, was inherently mean and depraved. Wickedness of his character has been brought on the record. When an employee commits an offence involving moral turpitude, there are two ways of looking at the matter, (1) considering nature of the act done (2) and to consider it from the point of view of nature of offence. Here in the matter, the nature of the acts perpetrated by the claimant was alanning. He not only tried to sexually exploit a female colleague but put the discipline at his work place to stake. When she resisted his acts, he criminally intimidated her. In case husband of Smt. Jain would have approached the police authorities, then it would have reflected on the institution too. Therefore, his acts in respect of nature of offence also shows an alarming complexion. He not only committed depraved acts in the premises of the branch but at public place also. All these aspects are sufficient to show that the misconduct committed by the claimant was very grave. If such a person is retained in service of an institution, then possibility of bringing disrepute to the institution and causing damage to its business and good will cannot be ruled out. Such person cannot be retained in job. Therefore, no punishment less than the punishment of dismissal can be appropriate for such an employee. Consequently I impose punishment of dismissal on the claimant, which would relate to the date when punishment was imposed on him by the management bank. His claim is, accordingly, dismissed. An award is passed. It be sent to the appropriate Government for publication.

Dated 12-3-2010

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 21 अप्रैल, 2010

**S.O. 1209.—गवर्नर, श्री मनिक मोहन सरकार को 19-04-2010 से केन्द्रीय सत्रकार अधियोगिक व्यायामीकरण एवं प्रमाणालय, कोलकाता, के पीठासीन अधिकारी के रूप में 65 वर्ष की आयु पूरी होने अर्थात् 26-02-2012 तक उथला आगले असेसो तक, जो भी पहले हो, नियुक्त करायी है।**

[S.O. 1209/5/2008-सौम्यालय-III]

पी.के. गाप्रकर, अग्र सचिव

New Delhi, the 21st April, 2010

**S.O. 1209.—The President is pleased to appoint Shri Justice Manik Mohan Sarkar as Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata w.e.f. 19-04-2010 (F.N.) for a period upto 26-02-2012 i.e. till attaining the age of 65 years or until further orders, whichever is earlier.**

[No. A-19011/5/2008-CLS-II]  
P.K. TAMRAKAR, Under Secy

मुद्रित दिन: २१ अप्रैल, २०१०

सं. अ. १२१०.—ऑफिशियल इंद्रजित, १९४७ (१९४७ वा. १४) द्वारा आरो १७ के अनुसार में, हेल्परीय राहगार हिन्दुस्टन पेट्रोलियम ऑफिशियल डिपिलिट के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मकारों के लिए, अनुबंध अधि. अधिकारी और लोकल विकास वैकासन के लिए (हाइटर रेक्यूल २२०/२००६) को प्रकाशित करती है, जो कंपनी द्वारा की गई २१-४-२०१० को प्राप्त हुआ था।

[सं. अ. ३००१२/१/३००६-अई अर (एन)]  
कम्पनी कार्यालय, इंडियन अधिकारी

New Delhi, the 21st April, 2010

S.O. 1210.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 220/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the engagement of Hindustan Petroleum Corporation Ltd. and their workman, which was received by the Central Government on 21-4-2010.

[No. L-30012/1/2006-IR(M)]  
KAMAL BAKHRI, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT:

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Friday the 24th day of February, 2010/  
5th Falguna, 1931)

L.D. No. 220/2006

Workman	:	Shri N. S. Suresh, Puliyankulam House, Vadavukode P.O., Ernakulam-682 310
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By Adv. Sri C. Anil Kumar

Management	:	The Sr. HR Manager, HPCL, Cochin Regional Office, Tatapuram, PO PB No. 1602, Ernakulam, Cochin-682 014
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By Adv. M/s. Menon & Pai

This case coming up for hearing on 19-02-2010, this Tribunal-cum-Labour Court on 24-02-2010 passed the following.

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

"Whether the action of the management of Hindustan Petroleum Corporation Limited in discharging Shri N. S. Suresh, workman from the service w.e.f. 10-10-2004 is fair and just? If not to what relief the concerned workman is entitled?"

2. The facts of the case in brief are as follows : The workman Sri N. S. Suresh was appointed as General Workman (Cr. M-01) at Cochin plant of Hindustan Petroleum Corporation Limited in 1993. He was promoted to Cr. M-04 in 1998. Due to certain misconduct disciplinary action was taken and he was demoted from Cr. M-04 to the post of LPG Operator in GM-03 and transferred to Nidherai LPG Plant in 2000. In 2002 he was charge sheeted for unauthorised habitual absence which sometimes exceeded 21 consecutive days. A domestic enquiry was conducted and it was found that he was a habitual absentee, but his absence had not exceeded 21 consecutive days. However the Disciplinary Authority did not fully agree with the findings of Enquiry Officer and concluded that his unauthorised absence exceeded 21 consecutive days, besides being habitual. Hence he was discharged from service by the disciplinary authority. Though the workman filed appeal he did not succeed. Therefore the dispute.

3. According to the workman the enquiry was conducted in violation of the principles of natural justice. It was due to medical reasons that the workman remained absent. But whenever he was absent he had applied for leave with medical certificates. The disciplinary authority differed with the findings of Enquiry Officer without application of mind. Pending domestic enquiry the workman was subjected to medical examination and a report was obtained by the management. But the medical report and connected records are not produced by the management. The punishment is harsh. The workman cannot be discharged from service in view of the provisions of (The) Persons with Disabilities (Equal opportunities, Protection of Rights and Full Participation) Act, 1995. There is no alternate employment since the termination of service.

4. According to the management the workman was given every opportunity to adduce evidence in support of his defence. He was given a copy of the report and a notice regarding the proposal of disciplinary authority to differ with the findings of Enquiry Officer and called for his representation. The workman submitted representation and it was considered by the disciplinary authority before disagreeing with the findings of enquiry officer. The punishment imposed is fair and just. The workman was in the habit of absenting without intimation and used to report for duty as and when he liked. He had not applied

for leave with medical records at all times he remained absent. It is not correct to say that at the instance of the management medical examination was conducted. The workman took treatment in the Medical Trust Hospital in 2004 as seen from his letter. But he has not furnished any medical documents from that hospital. The continuous absence of the workman has affected the working schedule of the plant. He is not entitled to be reinstated.

5. In the light of the above contentions the following points arise for consideration :

- (1) Are the findings of Enquiry Officer and the Disciplinary Authority sustainable?
- (2) Is the punishment proper?

6. The evidence consists of the oral testimony of MWI (Enquiry Officer) and documentary evidence of Ext. M1 (Enquiry File).

7. Point No. 1 : Though a contention is raised in the claim statement that the workman was not given opportunity to defend the charges and there is violation of the principles of natural justice, at the time of hearing it was not seriously pursued. That apart it is seen from Ext. M1 enquiry file that the workman had participated in the enquiry and availed opportunity to defend. He had produced 32 documents and they were marked as Exts. D1 and D32. One witness was examined on management side in the enquiry (Plant Manager). He was cross-examined by the workman. No oral evidence was adduced on defence side. He was given opportunity to submit his remarks regarding findings of Enquiry Officer as well as the proposal of the disciplinary authority to differ from the findings of Enquiry Officer. The representation of the workman was considered by the disciplinary authority. He was heard regarding proposed punishment. Thus the workman had every opportunity to defend. There is no violation of the principles of natural justice.

8. The charge against the workman is that he was remaining absent for more than 21 consecutive days, that his absence was habitual and unauthorised and he was overstaying the sanctioned leave without sufficient ground. As per the charge sheet the unauthorised absence is :

January to December 2001	-	88 days
January to May 2002	-	24 days
Total	-	<u>112 days</u>

The Enquiry Officer found that though his absence was habitual at no point of time the unauthorised absence exceeded 21 consecutive days. The Disciplinary Authority did not agree with this finding of Enquiry Officer. He found that the absence sometimes exceeded 21 consecutive days. Ext. M3 is the details of leave taken during August 2000 to

December 2001. The period in question is 2000-01-01 to 2001-12-31. Ext. M1 is details of leave taken during 2002. The Enquiry Officer found that during 2001 the maximum continuous leave was 21 (February 2001 for 20 days). He resumed work on 21-02-2001 and again remained absent from 01-03-2001 to 18-02-2001 for 7 days. During 2002 the maximum continuous absence was 30, i.e. November 2001 to 14 December 2002, 36 days. Both absences were authorised leave on Loss of Pay. At no point of time the unauthorised absence exceeded 21 consecutive days either in 2001 or 2002. The finding of Enquiry Officer that unauthorised absence exceeded 21 consecutive days is not going by the very records of management. The period after 2002 is not the subject matter of Enquiry Officer. The disciplinary authority has referred to *absenteeism* and absence during the subsequent period in 2003 & 2004 also. The relevant portion of the order of Disciplinary Authority (page 5) reads

"Hence, I concur with the findings of the Enquiry Officer holding Smt. S. Surabhi is noted by absence for more than 21 days but has been *habitually* absent for more than 110 days and has failed to give proper and satisfactory explanation for his absence and found him guilty of the charges levelled against him vide charge sheet SZ RTP/M dated May 30, 2002".

The findings of the disciplinary authority is not fully correct. Whereas the findings of Enquiry Officer that *a habitual absentee* is supported by the leave records and Attendance Registers Ext. M-4 to M-18. The workman has produced copies of leave applications as well as medical and fitness certificates submitted to the management at different intervals. They are Exts. D-1 to D-10, D-12 to D-13 and D-16 to D-32. Some of the applications were approved by the sanctioning authority and some were not approved. He had applied for leave on many occasions on medical ground and other times for personal reasons. Ext. D-11 is a photograph of his leg. According to him, he is suffering from edema and cellulitis. His letter to the Enquiry Officer dated 08-02-2004 which is contained in the enquiry files shows that at the instance of the management he had appeared before the medical office of the management who referred him to Medical Trust Hospital, Ernakulam during the pendency of enquiry and he was treated as an inpatient for about one month and was advised to take rest for six months. The medical records are with the management and he was treated for edema and cellulitis. The Enquiry Officer when he was examined at length admitted that the workman had made a request to summoning medical records of his treatment in the hospital from the management. But he did not allow it for the reason that the period of treatment was subsequent to the charge sheet. It is also admitted by him that the medical examination in the Medical Trust Hospital was conducted at the instance of the management. The leave applicatio-

leave accounts and attendance registers reveal that the workman was in the habit of availing leave off and on, on several occasions during 2001, 2002 and prior and after. However the management has no case that he is medically unfit to work. As per the evidence on record though the finding of Enquiry Officer does not suffer from any vice the dissenting findings of the disciplinary authority to the extent that the unauthorised absence exceeded 21 consecutive days, cannot be accepted as it is not supported by evidence and hence perverse. However the finding that the absence is habitual is sustainable.

9. Point No. 2 : The punishment imposed is discharge from service as per SO 32 of the Standing Orders of the management company. The misconduct is mentioned in SO 31. The punishments are :

**“32. Punishment for misconduct :**

I. A workman found guilty of misconduct may be awarded one of the following punishments :

- (a) Warned or censured in writing
- (b) Suspended on loss of pay by an order in writing signed by the competent authority for a period not exceeding 4 days
- (c) Stoppage of increments not exceeding 3 increments with or without cumulative effect
- (d) Reduction to a lower stage in the scale
- (e) Demotion to a lower grade without reduction in salary
- (f) Discharged from service
- (g) Dismissed from service

Thus for misconduct coming within SO 31 anyone of the punishments in SO 32 can be imposed. No doubt the workman was remaining absent off and on and it would have effected the smooth functioning of the section he was working. But according to the workman it is due to medical reasons that he remained absent. Since the management had directed the worker to the medical officer of the management even if it is during the pendency of enquiry, the medical records could have been produced by the management to know the actual reason for absenteeism. Even now the management has no case that the workman is medically unfit. The workman has a contention the illness was contracted from company premises due to the environmental pollution. In the reply to charge sheet dated 24-06-2002, He has stated that the disease is subsisting without coming down. He also expresses his willingness to go before a medical board for a medical opinion. In the additional reply statement dated 10-10-2002 he says that the prime reason for taking leave during 2001 and 2002 is illness. In the submission made to the Enquiry Officer on 08-02-2004 it is stated that he had

taken leave on genuine grounds. He suffers from edema and cellulites. On many occasions due to various sicknesses caused by the said disease he had taken leave and on all such occasions he had submitted leave applications. At the instance of the management he had appeared before medical officer of the management company who referred him to Medical Trust Hospital, Ernakulam for expert opinion. He was treated as an inpatient in the hospital for about a month and on discharge he was advised by the doctors to take rest for six months and those medical records are to be called for.

10. Ext. D-11 is a photograph of the leg affected by the disease of edema and cellulites. MW1 the Enquiry Officer has stated that during enquiry he had noticed the affected leg of the workman. But he says that at that time his leg was not in such a bad condition as in Ext. D-11 photograph. The medical certificates produced along with some applications go to show that he was applying for leave on medical grounds on many occasions. The enquiry officer has also observed that from the medical certificates submitted by the charge sheeted employee as exhibits it is seen that the employee's absence was due to medical reasons in some cases and in other cases the employee has not been able to give proper and satisfactory explanation for his absence. The evidence reveals that the workman remained absent mainly on the ground of illness. Yet he was not sent to a medical board. In the circumstances I don't think a punishment of termination from service is warranted in this case as it would amount to harsh punishment. Since the workman is claiming disability to do the same type of work he was doing, he can also seek protection under (The) persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995. The management falls within the definition of establishment u/s. 2(k) of the Act, S-47 says :

**“47. Non-discrimination in Government employment—(1) No establishment shall dispense with or reduce in rank, an employee who acquires a disability during his service :**

Provided that, if an employee, after acquiring disability is not suitable for the post he was holding could be shifted to some other post with the same pay scale and service benefits.

Provided further that if it is not possible to adjust the employee against any post, he may be kept on a supernumerary post until a suitable post is available or he attains the age of superannuation, whichever is earlier.

**(2) No promotion shall be denied to a person merely on the ground of his disability :**

Provided that the appropriate Government may, having regard to the type of work carried on in any establishment, by notification and subject to such conditions, if any, as may be specified in



Government vide order No. L-11012/13/2003-IR(M) dated 28-12-2003 stands disposed of accordingly. Parties will bear their own cost.

Dated: 06-02-2010

SAINAM SINGH, Presiding Officer,

नई दिल्ली, 21 अप्रैल, 2010

संख. ३०१२.—औद्योगिक विवाद अधिकारीयम, १९४७ (१४४७ का १४) की धारा १७ के अनुसार में, केन्द्रीय सरकार भारत सिपाहीय सेवा के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारीयम अधिकारीयम-२, दिल्ली के पंतर (संदर्भ संख्या १; २००२) को प्रकाशित करती है, जो केन्द्रीय सरकार के २१-४-२०१० को ग्रहण हुआ था।

[स. एक-३०१२/३२/२०००-आई आर (एम)]  
कमात चालान, इंस्ट्रक्शन अधिकारी

New Delhi, the 21st April, 2010

संख. ३०१२—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2003) of the Central Government Industrial Tribunal/Labour Court-2, Delhi now as shown in the Annexure in the following dispute between the employers in relation to the claim of Wharat Petroleum Corp. Limited and its workmen, which was received by the Central Government on 21-4-2010.

[No. L-30012/32/2000-IR(M)]  
RAMESH BAKHRI, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-2 MARCHANDOOMA, DELHI-110032

I. P. No. 11/2003

Dated: 25-2-2010

In the nature of dispute between:

Smt. Krishan Kumar and others,  
Chairman, C.P.S. and S.S.W. Employees Union  
(Bapuji),  
3-4 Nelson Ekin Colony,  
Sector VII, R.K. Puram,  
New Delhi  
... Workmen

Versus

The Sr. Station Manager,  
W.H. Bharat Petroleum Corporation Ltd.,  
CGI Airport, Terminal II,  
Sector-10, Mohammadipur,  
New Delhi  
... Management

#### AWARD

The Central Government, Ministry of Labour vide Order No. L-30012/32/2000-IR(M) dated 24-1-2003 has

referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of M/s. SPCL in terminating the services of S/Sh. Krishan Kumar S/o Sh. Nanag Ram, Moti Ram S/o Sh. Lala Ram, Karan Singh S/o Sh. Bhagwan Singh, Surendra Kumar S/o Sh. Shivdhara and Raj Kumar S/o Sh. Munni Singh justified ? If not, to what relief the workmen justified?"

2. The statement of claim was filed by the workmen. Written statement to the same was filed by the management. Thereafter, the workmen/claimants filed a rejoinder on 30-5-2006. The issues were settled and the case was fixed for evidence of the workmen. On 18-2-2008 the case was transferred from CGIT-cum-LC-1 to this Tribunal, i.e. CGIT-cum-LC-2. Terms were settled on 30-5-2006 and the case was fixed for workmen evidence. Before the evidence of the workmen could conclude the parties started negotiating the matter for final settlement. Ultimately, the negotiations materialized and the parties entered into a settlement. The terms of settlement entered into between the parties were recorded and the same was filed in the court at the time of recording of the settlement. As per the settlement, the workmen did not claim reinstatement in service and instead they accepted a sum of Rs. 25,000 (Rupees twenty five thousand only) each as full and final settlement of all their claims including the claim for reinstatement in service, back wages, gratuity, leave encashment and other statutory and non-statutory dues. According to the workmen, they have now left absolutely no dispute with the management. The compromise entered into between the parties was accepted and the present I.D. No. 11/2003 stands disposed of as fully satisfied.

Parties will bear their own cost.

Dated: 25-2-2010 SAINAM SINGH, Presiding Officer

नई दिल्ली 25 अप्रैल, 2010

संख. ३०१२.—औद्योगिक विवाद अधिकारीयम, १९४७ (१४४७ का १४) की धारा १७ के अनुसार में, केन्द्रीय सरकार भारत सिपाहीय सेवा के प्रबंधन प्राधिकरण के सचिव नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारीयम अधिकारीयम-२, दिल्ली के पंतर (संदर्भ संख्या 112/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार के 21-4-2010 को ग्राहक हुआ था।

[स. एक-110/1/2/2003-आई आर (एम)]  
कमात चालान, इंस्ट्रक्शन अधिकारी

New Delhi, the 21st April, 2010

S.O. 1213.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2003) of the Central Government Industrial Tribunal/Labour Court-2, Delhi now as shown in the Annexure in the



2. The statement of claim was filed by the workmen in August 2005. Written statement to the same was filed by the management in February 2006. When the case was fixed for filing of documents and consideration or framing of issues, this case was transferred to this Tribunal from CGT-cum-Labour Court on 18.2.2008. In fact, ever since the case was transferred from CGT-cum-LC-I to CGT-cum-LC-II in February 2008, none has appeared from the side of the workmen. It is evident that the workmen are no longer interested in the outcome of this reference.

Under those circumstances, there is no way out except to pass a no-dispute award in this case. Accordingly, a no-dispute award is passed in this case and reference I.D. No. 88/2003 sent by the Central Government vide order No. L-110112/2003-IR (M) dated 4.6.2003 stands disposed of accordingly. Parties will bear their own cost.

Dated: 19.2.2010 SATNAM SINGH, Presiding Officer  
नई दिल्ली, 26 अप्रैल, 2010

का. आ. 1215.—कर्मचारी गम्भीर बीमा अधिनियम, 1948 (1948 का 34) को धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय साकार समिति एवं 1 मई, 2010 को उस तरीख के रूप में नियम करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त हो चुकी है] के उपलब्ध अधिकार विभाग के नियन्त्रिति क्षेत्रों में प्रवृत्त होगी, अधार-:

“बर्यकन जिला में धारा अधिकार के अंतर्गत फांकीरपुर (जे. एल. सं-25), बथवाल (जे. एल. सं-30), आलमगांज (जे. एल. सं-31), बेरीसुर (जे. एल. सं-32), मिर्छाबा (जे. एल. सं-33), जगतबेंट (जे. एल. सं-34), बालीदांग (जे. एल. सं-35), डलीखाज अमरवती (जे. एल. सं-36), शातलाला (जे. एल. सं-37), शाहरीपुर्कूर (जे. एल. सं-38), गाधागार (जे. एल. सं-39), बाजुरघाटा (जे. एल. सं-40), गोडा (जे. एल. सं-41), शाहहाट लंबे मगला (जे. एल. सं-42), जामरंगड़पुर (जे. एल. सं-43), इकलावाड (जे. एल. सं-75), कानाईनीध गांव (जे. एल. सं-76), अलिदा (जे. एल. सं-77), और महाबनगर (जे. एल. सं-78), के मीजा के क्षेत्रों को सम्मिलित कर.”

[संख्या एस-38013/15/2010-एस.एस.-1]  
एस. डॉ. जैविष्ठ, अवर सचिव

New Delhi, the 26th April, 2010

S.O. 1215.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2010 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely :—

77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force [in the following areas in the State of West Bengal namely :—

“Areas comprising mouzas of Pankirpor (JL No. 25), Burdwan (JL No. 36), Alangunge (JL No. 31), Berypur (JL No. 32), Mirchheba (JL No. 33), Jagabehi (JL No. 34), Balidanga (JL No. 35), Bailykhaje Anwerbe (JL No. 36), Bhatchhala (JL No. 37), Shankharipukur (JL No. 38), Radhanagar (JL No. 39), Baburlug (JL No. 40), Goda (JL No. 41), Bahi Sarba Mangala (JL No. 42), Bainchandipur (JL No. 74), Ichhababad (JL No. 75), Karainath Shal (JL No. 76), Alisha (JL No. 77), and Gopal Nagar (JL No. 78) under P. S. Burdwan in the district of Burdwan.”

[No. S-38013/15/2010-SS.I]  
S. D. XAVIER, Under Secy.

नई दिल्ली, 26 अप्रैल, 2010

का. आ. 1216.—कर्मचारी गम्भीर बीमा अधिनियम, 1948 (1948 का 34) को धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय साकार एवं द्वारा 1 मई, 2010 को उस तरीख के रूप में नियम करती है, जिससे उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त हो चुकी है] के उपलब्ध अन्य प्रदेश गम्भीर के नियन्त्रिति क्षेत्रों में प्रवृत्त होंगे, अधार-:

“अन्य प्रदेश गम्भीर के महबूबनगर जिले में कल्वासुरी (वा) के महजिल माडल के उक्त कोण्डपोट के सीमा में स्थित सभी दोंगे।”

[संख्या एस-38013/17/2010-एस.एस.-1]  
एस. डॉ. जैविष्ठ, अवर सचिव

New Delhi, the 26th April, 2010

S.O. 1216.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st May, 2010 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely :—

“All the areas falling within the limits of Urukondapet in Madjil Mandai, Kalwakurthy (TQ) in Mahaboobnagar District of Andhra Pradesh.”

[No. S-38013/17/2010-SS.I]  
S. D. XAVIER, Under Secy.

नई दिल्ली, 26 अप्रैल, 2010

का. आ. 1217.—कर्मचारी गम्भीर बीमा अधिनियम, 1948 (1948 का 34) को धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों

कुमार अद्वितीय के बाद, उनके बाल विषयक ग्रन्थों में से एक 'बाल अद्वितीय' के नाम से प्रकाशित हुए। इसकी दूसरी है जिसका उत्तर अद्वितीय के अध्याय १३ के विषयक ही है किंतु यह अद्वितीय है अपार अद्वितीय है। इसके बाद उनके अन्य ग्रन्थों में से एक 'वाच अद्वितीय' के नाम से प्रकाशित हुई। यह उत्तर अद्वितीय के अध्याय १४ के विषयक है और उसके अन्त में वाच अद्वितीय का नाम दिया गया है।

“तांत्रिक विज्ञानों की अनेक पृष्ठों को संस्कृत  
लिखने का तर्फ से इसके गुणवत्ता विलेय नहीं। अमेरिक  
द्वारा बहुत अचूक रूप से ये विज्ञानों के अनेक  
पृष्ठों की एक विवरक चूंची, अमेरिकी द्वारा से, अमेरिकी  
विज्ञानों की एक चूंची ।”

• ३८०४७/१६/२०१०-एम.एक.-१

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Section 13. Notwithstanding anything contained in the proviso to section 44 of Chapter IV, the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 15, 17 and 31 which have already been brought into force) shall come into force in the following areas in the State of Assam namely : -

"Kamarkuchi Betabat (Assam side). Sepesia and  
Kamarkuchi under the revenue village Borni, Ambher,  
District of Jorhat N. C. in Sonapur Mouza and  
Revenue village Kamarkuchi, Kamarkuchi N. C.  
under Assam and Ameripoo N. C. in Paabari Mouza"

[No. S-38013-16-2010 SS.1]  
S. D. & AVTR Under Secy

मुमुक्षु, २६ अक्टूबर, २०१०

३६. ज्ञान प्रबन्ध - कर्मजारी सम्पत्ति अधिनियम, १९५०  
 (प्रभाग द, द, वा भाग-१) को उप भाग-(३) हृषि प्रदत्त राजिकार्ड  
 का एवं उसके हाथ प्रदानी सम्पत्ति प्रददाता। मई, २०१० को उस  
 तारीख ~ २०.५.२०१० तिथि करती है, जिसके उक्त अधिनियम के  
 अध्याय-११ व १२ व १३ अनु के सिवाय जो पहली से प्रबन्ध हो चुकी है)  
 अध्याय-११ के [अध्या-७६ की उप भाग-(३) और अध्या-७७, ७८  
 व ७९ के [अध्या-७८ के पहली ही प्रकल्प की जगह की है] के उपर्युक्त  
 विवरण विवरण अधिकारी के में प्रबन्ध होने अथवा:

क्रम	स्वास्थ्य संस्था	धारा	अंचल	जिला
(१)	(२)	(३)	(४)	(५)
1.	पटरातु	११	पटरातु	हजारीबाग
2.	वडा	१२	वडा	हजारीबाग
3.	पटरातु	१३	पटरातु	हजारीबाग

	ପରିବହନ	କ୍ଷେତ୍ର	ମୁଦ୍ରା	ବିଧିବିଧାନ
୧.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୨.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୩.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୪.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୫.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୬.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୭.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୮.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୯.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୧୦.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୧୧.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୧୨.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ
୧୩.	ବ୍ୟାପକ	ସମ୍ପର୍କ	ମୁଦ୍ରା	ବିଧିବିଧାନ

मात्र विद्युत् विकास के लिए जल संकट का नियन्त्रण करना चाहिए।

W.W. Dally, Jr., 24th April, 1911.

S.O. 171A.—In exercise of the powers conferred by sub-section (3) of Section 3 of the Banking and Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st May, 1951 as the date on which the provisions of Chapter IV, except Sections 36 to 39 which have already been brought into force under Sections V and VI (except sub-section (3) of section 36 and Sections 37, 38, 39 and 31) which have already been brought into force by the said Act shall come into force in the areas in the State of Bihar mentioned above.

Sl. No.	Name of Revenue Village	No. Re. Sl.no.	Name of Clerk Office	Date
1.	OASAN	11	PATRARI	15/12/2012
2.	BALANI	12	PATRARI	15/12/2012
3.	RECHARING	13	PATRARI	15/12/2012
4.	SALYA	15	PATRARI	15/12/2012
5.	KALIYA	16	PATRARI	15/12/2012
6.	KOTCHI	18	PATRARI	15/12/2012
7.	SAKUL	21	PATRARI	15/12/2012
8.	PATRARI	22	PATRARI	15/12/2012
9.	JAINAGAR	23	PATRARI	15/12/2012
10.	BALKUDRA	24	PATRARI	15/12/2012
11.	LABAGA	25	PATRARI	15/12/2012
12.	MATKAMIA	26	PATRARI	15/12/2012
13.	HADDI	28	PATRARI	15/12/2012